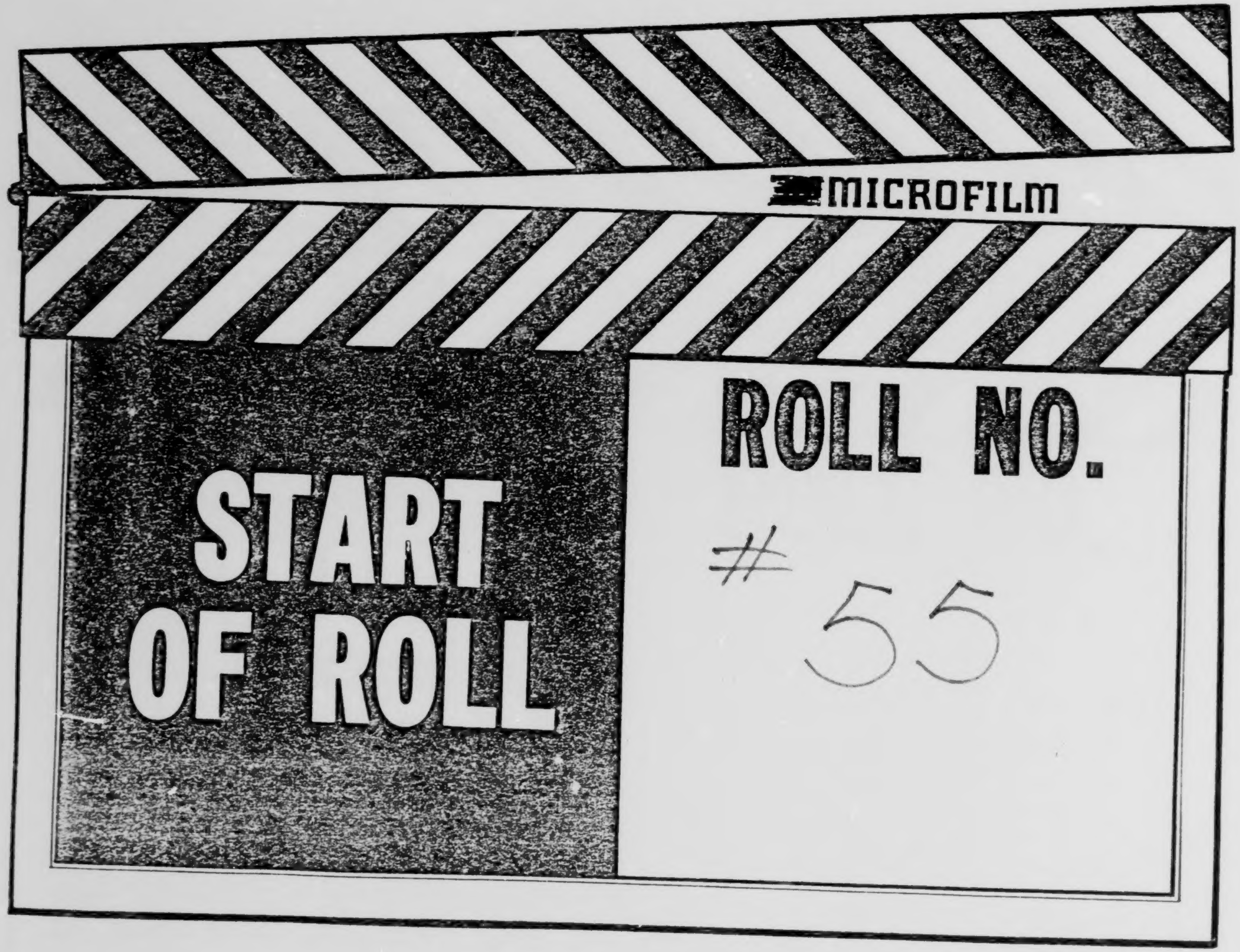

START OF ROLL

ROLL NO.

55

S-97(2) Powder River Br., Sumpter 1950
Valley Hwy.
#3339

RECEIVED
JAN 15 1951
FOR FILING

899 (2)

Files

ORECON STATE HIGHWAY COMMISSION
(date)
Jan. 11, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3339	5-final	Meade & Hobson

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22124	6920	$ 1,061.28	1/10/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: Aug. 31, 1950

Time Extensions: Extended to Oct. 25, 1950 without penalty

Completion Date: Oct. 25, 1950

Date Accepted: Dec. 19, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 1-12-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JAN 12 1951
A. A. Wicklander

NOTED ON CARD
1-12-51 gl

RECEIVED
JAN-8-1951
FOR FILING

8-97(2)

3339

January 2, 1951

Meade & Hobson
P. O. Box 223
Grants Pass
Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 19, 1950, had under discussion your request for an extension of time of ten days, from October 15 to October 25, 1950, within which to complete your contract No. 3339 covering construction of the Powder River Bridge on the Sumpter Valley Highway in Baker County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

O. R. Kennen,
Resident Engineer

G. S. Paxson

NOTED ON CARD

1-2-51 gl

RECEIVED
DEC 29 1950
FOR FILING

8 97-(2)

3339

December 28, 1950

General Casualty Co. of America
Harold A. Johnson Insurance Agency
200 South 6th St.
Grants Pass, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3339, covering construction of the Powder River Bridge on the Sumpter Valley Highway in Baker County, has been completed by the contractor, Meade & Hobson, and that final payment in the amount of $1,061.28 will be made on or after January 8, 1951.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $10,706.35, and that no force account work was performed on the job. This contract was completed October 25 and accepted by the Highway Commission December 19, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Washington
Attn.: Surety Department

NOTED ON CARD

12-28-50 gl

RECEIVED
DEC 12 1950
FOR FILING

897(2)

3339

December 8, 1950

Request for Extension of Time
No. 6
December 19 and 20 Meeting

State Highway Commission

Gentlemen:

Re: Powder River Bridge
Contract No. 3339
Meade & Hobson, Contractors

Herewith a copy of the contractor's request for a second extension of time, from October 15 to October 25, 1950, for the construction of the Powder River Bridge on the Sumpter Valley Highway in Baker County. This contract was previously extended from August 31 to October 15.

The work, other than cleaning up the site, was completed prior to the expiration of the first extension. There has been no interference to traffic nor any additional engineering cost. It is recommended that the extension be granted without penalty to the contractor. A copy of the concurrence of the Bureau of Public Roads is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

Attached

GSP:gm

RECEIVED
OCT 13 1950
FOR FILING

l-97(2)

3339

October 10, 1950

Meade & Hobson
P. O. Box 223
Grants Pass
Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 28, 1950, had under discussion your request for an extension of time of 45 days, from August 31 to October 15,1950, within which to complete your contract No. 3339, for construction of Powder River Bridge on the Sumpter Valley Highway in Baker County.

I am pleased to inform you that the Commission granted your request without penalty. However, I was instructed to inform you that the Highway Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

O. R. Kennen,
Resident Engineer

W. A. Reeves

NOTED ON CARD
10-10-50

RECEIVED
SEP 5 1950
FOR FILING

S 97(2)

3339

September 1, 1950

Request for Extension of Time
No. 1
September 28 and 29 Meeting

State Highway Commission

Gentlemen:

Re: Powder River Bridge
Contract No. 3339
Meade & Hobson, Contractors

Herewith application of Meade & Hobson, contractors on the Powder River Bridge on the Sumpter Valley Secondary Highway in Baker County, for an extension of time from August 31, 1950 to and including October 15, 1950 for the completion of their contract.

The water level in Powder River did not drop to its low elevation until about the middle of July. In view of the fact that this structure could not be used until the adjacent grading work was completed, we did not insist that the contractor start work during the high-water period. Since starting, he has carried on his work in a satisfactory manner. Our engineering costs have not been increased because of the delay.

It is recommended that the extension be granted without penalty to the contractor. The concurrence of the Bureau of Public Roads is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

OSP:gm

RECEIVED
AUG 16 1950
FOR FILING

8-97(2)

3339

Files

August 15, 1950

Meade & Hobson
P. O. Box 223
Grants Pass
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3339 which was awarded to you on May 26, 1950 by the State Highway Commission, covering Powder River Bridge on the Sumpter Valley Highway in Baker County.

An executed copy of the above contract is being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 8/15, gl

RECEIVED
FEB 2 8 1951
FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

~~[illegible]~~
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

S97 (2)

July 24, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Oregon S-97(2)
Powder River Bridge

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUL 25 1950
OREGON
STATE HIGHWAY COMMISSION

Jon

946)

84

State Oregon

Federal Aid Secondary

Project No. S-97(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of July, 1950 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of April, 1950, a program, which was approved on the 26th day of April, 1950, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 10th day of May, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of seven thousand, six hundred and 00/100 dollars ($7,600.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 37+25 and survey station 38+05, all in the NW 1/4, Section 36, T. 10 S., R. 39 E., W.M., without exception, length 0.015 miles, in Baker County, being Oregon Federal Aid / Secondary project No. S-97(2), consisting of 0.000 miles of roadway and one bridges of more than 20 feet clear span, 0.015 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11370-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of seven thousand, six hundred and 00/100 dollars ($7,600.00), which does not exceed the authorized Federal pro rata share of twelve thousand, six hundred ninety-two and 90/100 dollars ($12,692.90), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11876-2

RECEIVED 1950

RECEIVED
FOR FILING

June 26, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Powder River Bridge, Project No. S-97 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:ew

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-97 (2)

POWDER RIVER BRIDGE ON THE
POWDER RIVER-SUMPTER VALLEY HIGHWAY IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 15, 1950

Type Code X120
Bridge (Sta. 37+25 to 38+05)

110	cu. yds.	Structural Excavation	$ 6.25	$ 687.50
5	cu. yds.	Structural Excavation Below Elevation Shown	12.50	62.50
130	cu. yds.	Class "A" Concrete	62.50	8,125.00
24,000	lbs.	Metal Reinforcement	0.10	2,400.00
3,300	lbs.	Miscellaneous Metal	0.08	264.00
			Subtotal	$11,539.00
			10% Engr. & Cont.	1,153.90
			Total	$12,692.90

Length .015 mile

Federal Secondary Funds- -	$ 7,600.00
State Funds- -	5,092.90
	$12,692.90

State Funds for Constr.: Chap. 175, laws 1917: Chap. 31, laws 1920: Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

Sewell ab.
5/9/50

Oregon State Highway Department

Federal Aid Secondary
Project No. S-97 (2)

POWDER RIVER BRIDGE ON THE
POWDER RIVER-SUMPTER VALLEY HIGHWAY IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 9, 1950

Type Code X120
Bridge (Sta. 37+25 to 38+05)

110	cu. yds.	Structural Excavation	$ 7.50	$ 825.00
5	cu. yds.	Structural Excavation Below Elevation Shown	8.00	40.00
130	cu. yds.	Class "A" Concrete	65.00	8,450.00
24,000	lbs.	Metal Reinforcement	0.11	2,640.00
3,300	lbs.	Miscellaneous Metal	1.50	4,950.00
			Subtotal	$16,905.00
			10% Engr. & Cont.	1,690.50
			Total	$18,595.50
		Length	.015 mile	

Federal Secondary Funds- -	$11,000.00
State Funds- -	7,595.50
	$18,595.50

POWDER RIVER BRIDGE

PROJECT NO. S-97(2)

All necessary rights of way are acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

May 9, 1950

RECEIVED
MAY 31 1950
FOR FILING

May 31, 1950

Meade & Hobson
P. O. Box 223,
Grants Pass, Oregon

Gentlemen:

The State Highway Commission on May 26, 1950 awarded you the contract for construction of the Powder River Bridge in Baker County. This award was based on your low bid of $11,539.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

May 26, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. S-97(2), Powder River Bridge, Sumpter Valley, to Meade & Hobson, Grants Pass, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
MAY 31 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1950
FOR FILING

OREGON DISTRICT

Const
Fed aid
[illegible]

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

May 10, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-97(2), Powder River Bridge on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Highway have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

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APR [illegible]
FOR FILING

Const
Fed Aid
Programs & Proj

April 11, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Inclusion of the below described project in Oregon's program of Federal-aid Secondary Highway Projects is requested.

Item No.	125
County	Baker
Project No.	S-97 (2)
F. A. Route No.	502
State Route No.	410
Termini	At crossing of Powder River 0.7 mile west of Salisbury Junction
Construction Cost:	
Total	$25,000
Federal funds	$15,000
State funds	$10,000
Project Totals:	
Total cost	$25,000
Federal funds	$15,000
Length (miles)	0.015 mile
Character of proposed work	Bridge

This proposed bridge is within the limits of the previously approved grading and surfacing project S-97 (1), Item No. 121. The bridge is to be a three-span concrete structure having a total length of approximately 80 feet.

A small scale map showing the location of the project is enclosed.

Very truly yours,

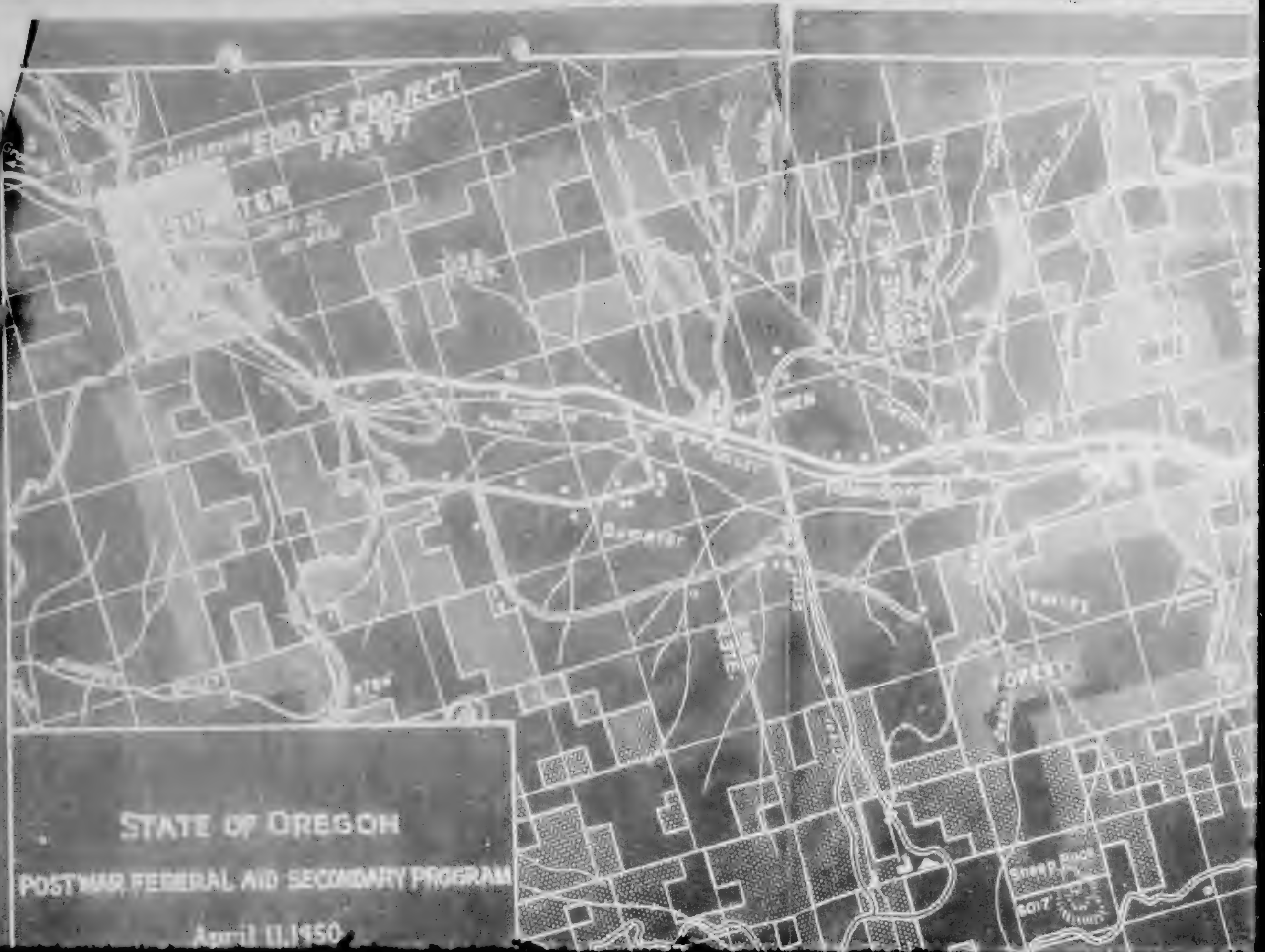
R. H. Baldock
State Highway Engineer

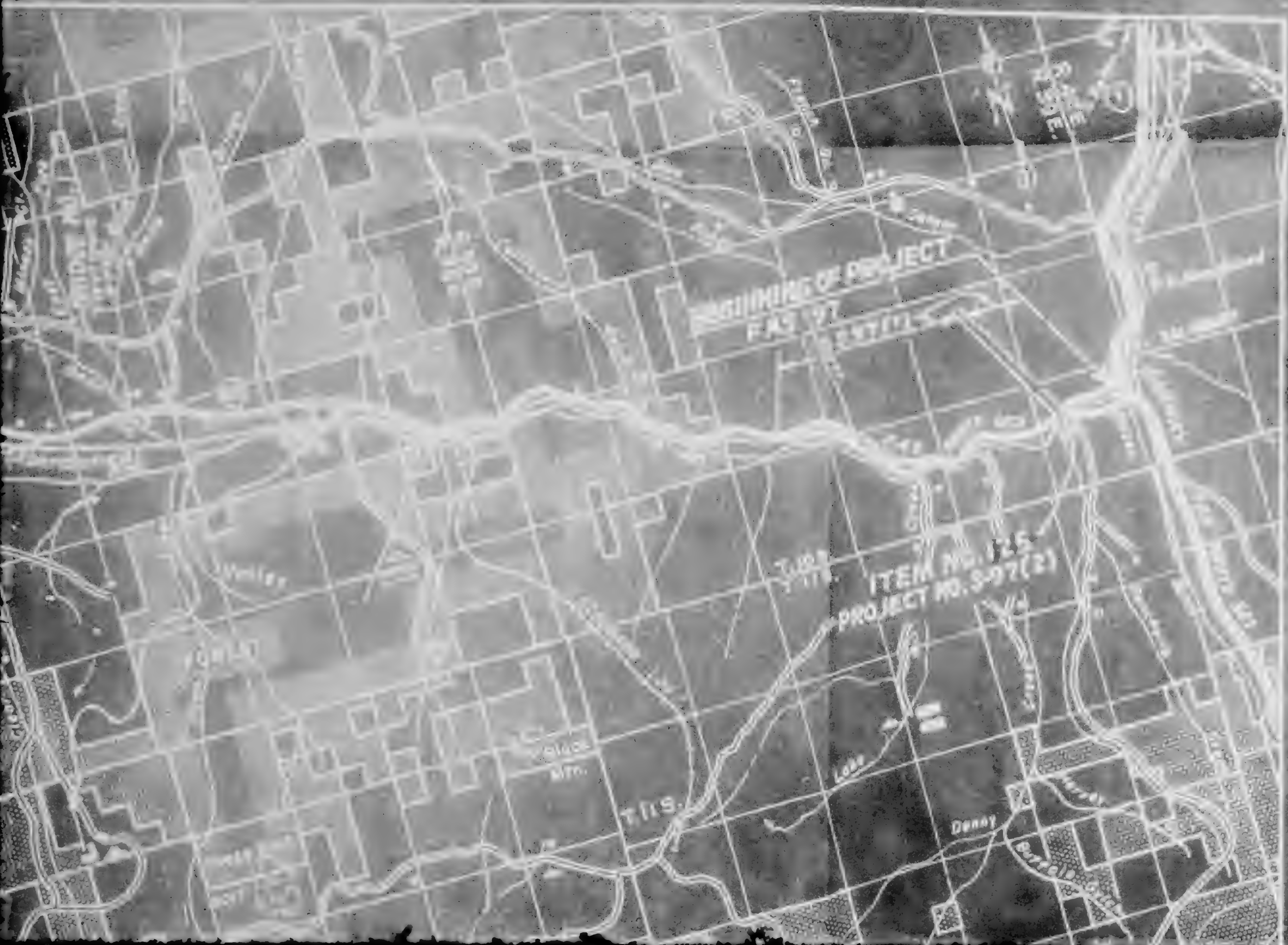
By

SHP:gs

W. C. Williams
Assistant State Highway Engineer

Encl.


STATE OF OREGON
POSTWAR FEDERAL AID SECONDARY PROGRAM
April 11, 1950
END OF PROJECT
FAS 97
SUMPTER
FOREST
Sheep Rock


BEGINNING OF PROJECT
F.A.S. 97
S-97(1)
ITEM NO. 1-15
PROJECT NO. S-97(2)
T.10 S.
T.11 S.
T.11 S.
Mtn.
Denny
Lake
R.5 E.

STATE OF OREGON

POSTWAR FEDERAL AID SECONDARY PROGRAM

April 11, 1960

East
Minnie Cr.
Fork
BRIDGE NO. 1
Abandoned
PROJECT
F.A.S. 97
(ITEM NO. 115)
PROJECT
97(2)
N
40E.
39E.

S-229(2) Alsea-Alder Cr. Sec., Alsea 1950
Hwy.
#3340

RECEIVED
DEC 13 1951
FOR FILING

December 11, 1951

Mr. F. H. McEwen
1673 Villard St.
Eugene, Oregon

Dear Mr. McEwen:

This is to advise that we are mailing the final warrant to the Central Heating Company for work performed on contract No. 3340, covering the Alsea-Alder Creek Section of the Alsea Highway in Benton County, on December 12, 1951. This payment is in the amount of $4,140.24.

Please refer to your copy of the letter written this office on October 11 in which Mr. Byrnes states they will pay the amount of $1,746.42 to you in settlement of your claim as soon as they receive the balance due them on this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
DEC 14 1951
FOR FILING

8-229(2)

3340

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 10, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3340	9 Final	The Central Heating Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20995	R-29462	$4,140.24	Dec. 7, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

D B Taylor
ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, [illegible] 1950

Time Extensions: To Aug. 4, 1951 without penalty

Completion Date: Aug. 4, 1951

Date Accepted: Nov. 8, 1951 ✓

Penalties: None of record ✓

Claims: F. H. McEwen for crushed rock and hauling in the amt. of $1,746.42

Remarks: Contractor advised he was holding 3% of amt.due Mr.McEwen until he was paid the 3% due him from the Hwy.Com., at which time he would pay Mr. McEwen.

Date: 12-11-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 12 1951
A.A. Wicklander

NOTED ON CARD

RECEIVED
NOV [illegible] 1951
FOR FILING

1221(2)

3340

November 27, 1951

The Central Heating Co.
865 Olive St.
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on November 8, 1951, had under discussion your request for an extension of time of 278 days, from October 31, 1950 to August 4, 1951, within which to complete your contract No. 3340 for resurfacing on the Alsea-Alder Creek Section of the Alsea Highway in Benton County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Eason,
Division Engineer

S. F. Walters,
Resident Engineer

H. G. Smith,
Construction Engineer

[illegible] ON CARD
11-27-51

RECEIVED
NOV 1951
FOR FILING

[illegible]

3340

November 21, 1951

United Pacific Insurance Company
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

State Highway Contract No. 3340 for work on the Alsea-Alder Creek Section of the Alsea Highway in Benton County was completed by the contractor. The Central Heating Co., on August 4, 1951 and was formally accepted by the Highway Commission on November 8, 1951.

Final payment in the amount of $4,140.24 will be released to the contractor on or after December 1, 1951. The total contract amount is $138.007.94, and no force account work was performed on the project.

There is a claim filed against this project by F. H. McEwen for crushed rock and hauling in the amount of $1,746.42, of which you have been previously notified.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Siegenthaler & Stevenson
Titus Building
Eugene, Oregon

[illegible]

RECEIVED
NOV 2 1951
FOR FILING

8229(2)

[illegible]

October 31, 1951

Request for extension of time
No. 14
November 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from The Central Heating Co. for an extension of time on Contract No. 3340, Alsea - Alder Creek Section of the Alsea Highway, from October 31, 1950 to August 4, 1951.

In 1950, The Central Heating Co. was awarded a state contract on the Cascade Gorge - Prospect Section of the Crater Lake Highway. The quarry specified on this project failed, and it was necessary for the contractor to delay his operations on this project several weeks until the State could develop and furnish another quarry. Because of being held up on that job, he was unable to move in on the Alsea-Alder Creek Section in time to complete it before the fall rains stopped paving operations.

I would recommend that the extension be granted without penalty, and Mr. C. G. Polk, of the Bureau of Public Roads, concurs in this recommendation.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

EAP:sh lg
cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
FOR FILING
[illegible]

R.H. Baldock

3340

October 26, 1951

FINAL COST ANALYSIS
Alsea - Alder Creek
Asphalt Concrete Paving

~~Contract #3340~~ 3340
Contractors - The Central Heating Co.

Prefix 2-1020
Resident Engineer-S. F. Walters'

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
* **3/4-0 In Shoulders	3,517	Cu. Yd.	$ 3.00	$ 3.45	$ 12,144.34	$ 10,551.00
*Sprinkling	14.4	M-Gal.	2.00	3.49	50.34	28.80
* **Class "B" Asph. Conc.	20,298.05	Tons	6.00	6.14	124,566.41	121,788.30
*Emuls. Asph. in Tack & Seal	2.322	Tons	36.00	41.01	95.21	83.59
* **Agg. in Seal Coat	275	Cu. Yd.	2.95	3.93	1,080.94	811.25
**PA 1 3/4-1/2 Cr.Rock in S.P.	598	" "	2.50	2.19	1,311.74	1,495.00
** 1/2-1/4 " " " "	538	" "	2.50	2.19	1,180.12	1,345.00
** 1/4-0 " " " "	762	" "	2.50	2.19	1,671.48	1,905.00
**Rock Sales to Benton Co.	2260	" "	1.85	2.02	4,500.73	4,181.00
					$146,601.31	$142,188.94

	Revenue	Cost	Net Profit or Loss
*Work performed by Central Heating	$ 87,127.19	$ 98,775.00	11,647.81 - 13.4% Loss
**Work performed by F. H. Mc Ewen	55,061.75	47,826.31	7,235.44 + 13.1% Profit
	$142,188.94	$146,601.31	4,412.37 - 3.1% Loss

NOTED
State Highway Engineer

Alsea - Alder Creek
Contract #3340
The Central Heating Co.

Detail of Cost

Labor:					
Supervision				$ 1,500.00	
Labor				21,222.02	
Labor Insurance				1,181.54	
					23,903.56
Materials:					
86-100 Asphalt	1007.51	Ton at	$20.00	$20,150.20	
Freight on Asphalt	1007.51	" "	4.50	4,533.79	
Emulsion	2.332	" "	24.06	56.11	
Freight on Emulsion	2.332	" "	4.50	10.49	
3/4-0" Cr. Rock Furn. by Loyd Calkins	380	Cy. "	3.00	1,140.00	
					25,890.59
Equipment Rental & Miscellaneous Expense					
Equipment Rental (Owned)				$16,890.00	
Hired Trucks, Including Drivers				18,854.36	
Gas, Oil & Grease				1,974.82	
Fuel Oil for Plant				5,381.46	
Misc, Supplies & Small Tools				1,136.02	
Pub. Lia. & Property Damage Insurance				273.24	
Move In, Freight & Cartage				1,461.20	
Bond				545.93	
Home Office & General Overhead				2,463.82	
					48,980.85
Central Heating Cost					$98,775.00

Alsea - Alder Creek
Contract #3340
F. H. Mc Ewen

Detail of Cost

Labor:		
Supervision	$ 2,392.00	
Labor	13,958.52	
Labor Insurance	796.04	
		17,146.56
Equipment Rental & Misc. Expense		
Equipment Rental (Owned)	18,994.00	
Hired Trucks, fully operated	443.83	
Gas, Oil, & Grease	4,142.65	
Move In Freight & Cartage	1,975.60	
Miscellaneous Supplies & Small Tools	1,262.70	
Pub. Lia. Insurance & Property Damage	187.84	
P.U.C.	140.22	
Explosives	1,741.78	
Bond	381.61	
Office & General Overhead	1,409.52	
		30,679.75
Total Cost		$47,826.31

Alsea - Alder Creek

Breakdown of Crushing Costs

	Amount	Quantity	Unit	Unit Cost
Move In & Set Up	$ 5,804.13	24,555	Cu. Yd.	$0.236
Drill & Shoot	4,435.18	24,555	" "	0.181
Load in Quarry	5,567.13	24,555	" "	0.227
Haul to Crusher	3,926.67	24,555	" "	0.160
Crushing	16,258.87	24,555	" "	0.662
Overhead & Pro-ratable Exp.	2,920.21	24,555	" "	0.119
Cost in Bunker	$38,912.29	24,555	Cu. Yd.	1.585

Hauling Cost $0.166 per yd. Mi.

Alsea - Alder Creek

Breakdown of Cost of Asphaltic Concrete

	Total Cost	Quantity	Unit	Unit Cost
Move In & Set Up	$ 4,566.61	$20,298.05	Tons	$0.225
Feed Plant	1,963.88	20,298.05	"	0.097
Heat & Mix	25,913.45	20,298.05	"	1.277
86-100 Asphalt	24,683.99	20,298.05	"	1.216
Aggregate & Muck Sand	31,914.24	20,298.05	"	1.572
Haul to Road	15,710.61	20,298.05	"	0.774
Handle on Road	12,158.84	20,298.05	"	0.599
Traffic Control	1,593.10	20,298.05	"	0.078
Overhead & Proratable Cost	6,061.69	20,298.05	"	0.299
	$124,566.41	$20,298.05	Tons	6.137

3,000 lb Batch Plant. Average 77 tons per hour operating time. Plant operated 85% of working time. Haul to road average 5.3 miles. Crushed rock aggregate with very little muck sand added. Mix contained 5% of asphalt.

Alsea - Alder Creek
Contract #3340

Remarks:

This contract, which required the resurfacing of an 8 mile section of the Alsea Highway, was bid and awarded on May 26, 1950. The contractor started the work on August 6, 1950, and completed the project on August 15, 1951.

F. H. Mc Ewen, the crushing sub-contractor moved into the State Quarry located on the south fork of the Alsea River 3.1 miles southeast of the town of Alsea. He brought in a large portable plant containing a 24" x 36" jaw primary, 36" traylor and a 24" x 54" rolls. A coyote hole was drilled in the quarry and loaded with 9,200 lbs. of powder. Loading in the quarry was handled with a 3/4 yd. shovel and two-5 yd. trucks hauled to the plant. The class "B" aggregate and 3/4"-0" shoulder rock was then hauled and placed in a stockpile located 1.9 miles from the crushing plant with 2-6 yd. trucks and 1-8 yd. truck. Operating time was 520 hours and the average production was 47 cu. yds. per hour. Class "B" aggregate and shoulder material were placed in the stockpile at a cost of $1.92 per cubic yard and the sub-contractor received $2.25 per yard from the prime contractor. Some additional sales were made to the Highway Department and to Benton County.

On May 3, 1951, the contractor began the set up of a 3,000 lbs. single dryer batch plant. Paving started on May 23, and finished on Luly 13. Asphalt was hauled to the plant from Portland by commercial haulers at a cost of $4.50 per ton. Aggregate was fed into the plant with a D-6 and dozer and the mix was hauled on an average of 5.3 miles with from 8 to 10 hired trucks. A Barber Greene paving machine spread the material and the street crew consisted of 6 men and a foreman. Traffic control required a pilot car and two flagmen. 308 hours of working time were required for the paving, actual plant operating time was 263 hours or 85% of the working time. 20,398 tons of asphaltic concrete pavement was produced in 263 hours operating time, an average of 77 tons per hour. As the aggregate was stock piled during the winter months, the moisture content was high and as the plant had a limited drying capacity the production was rather low which coupled with the high initial cost of the crushed rock brought the class "B" well above the bid price. A miscalculation of required quantities of 3/4"-0" crushed material forced the contractor to purchase additional shoulder rock from Loyd Calkins who had moved into the quarry to crush for another contract. The additional rock was secured at a price of $3.00 per yard at the bunker and hauled an average of 7.3 miles to the work. Consequently, the 3/4"-0" shoulder item shows a loss.

There was very little weather delay during paving operations but due to the high cost of crushed materials and low production the contract shows a loss.

E. H. Clymer
Chief Cost Analyst

By . . V. R. Jones

RECEIVED
FOR FILING

[illegible]

3340

mrs Lewis

October 16, 1951

The Central Heating Co.
865 Olive Street
Eugene, Oregon

Gentlemen:

This is to acknowledge receipt of your letter dated October 11 concerning State Highway Contract No. 3340 and Mr. McEwen's claim against your Company on this contract.

We note that you have sent copies of the letter to the surety and to Mr. McEwen, and we will record it in our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10-15

NOTED ON CARD

THE CENTRAL HEATING CO.
BURNER OILS • ASPHALT PAVING
865 Olive Street • Phone 4-3281
EUGENE, OREGON

October 11, 1951

Oregon State Highway Commission
Salem
Oregon

Attention of Mr. H. B. Glaisyer

Gentlemen:

We have an agreement with Mr. F. H. McEwen to pay him for crushing rock on the Alsea-Alder Creek Section of the Alsea Highway, State Contract No. 3340, at the same retained percentage as the estimates we receive from the State of Oregon.

Mr. McEwen performed work for us in the amount of $56,880.75. We have paid him a total of $55,134.33, which leaves a balance of $1746.42. The State of Oregon has retained three percent of the total due The Central Heating Co., and we in turn have retained three percent from Mr. McEwen.

As soon as the State Highway Commission pays us the final amount, we will immediately forward Mr. McEwen a check for $1746.42, less $341.28. The latter amount is his share of the bonding expense.

Very truly yours,

THE CENTRAL HEATING CO.

Glenn A. Byrnes

Glenn A. Byrnes,
Partner.

mg
CC: United Pacific Insurance Co.
Siegenthaler & Stevenson
F. H. McEwen

BY SECRETARY

STATE HIGHWAY COMMISSION

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FOR FILING

[illegible]

3340

Mrs Evans

October 10, 1951

Mr. F. H. McEwen
1673 Villard Street
Eugene, Oregon

Dear Mr. McEwen:

This is to acknowledge your letter of October 10 in which you state that the Central Heating Company owes you a balance of $1,746.42 for crushed rock and hauling furnished on State Highway Contract No. 3340 for resurfacing on the Alsea-Alder Creek Section of the Alsea Highway in Benton County. This contract was completed August 4, 1951, but to date has not been accepted by the Commission nor has final payment been made. United Pacific Insurance Company through Siegenthaler and Stevenson, 163 Broadway, Eugene, Oregon, furnished the performance bond for this contract. Your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

If you feel it is necessary to protect your claim for a period longer than six months following completion and acceptance of the job it is suggested that you file your claim with the Secretary of State. For your convenience in so doing we have attached excerpts from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

1673 Villard St.,
Eugene, Ore.,
Oct. 10, 1951.

Oregon State Highway Commission,
Salem, Ore.

3340

Gentlemen:

In July, 1950, the Central Heating Company of Eugene, Oregon, employed me to do the rock crushing for their Alsea asphaltic paving job. I believe this job is known as the Alsea-Alder Creek section, Job #3340. I agreed to crush the rock on this job for $2.00 per cubic yard F.O.B. the bunkers. I later agreed to haul and stock pile the same on the Dufur property, located approximately 1 3/4 miles from my crushing plant, for an additional 25¢ per cubic yard. Also, an additional amount was ordered to be delivered to state stock pile sites near town of Alsea at $2.50 per cubic yard truck measurement.

The following are the amounts crushed and stock piled:

Delivered to State Stock Pile Site--Alsea--

598	cy,	3/4-½"		@ $2.50	$1,495.00
538	"	½"-¼		" 2.50	1,345.00
762	"	¼"-0		" 2.50	1,905.00

Stockpiled on Dufur property--

7,950	"	3/4"- ½	Pav. Agg.	2.25	17,887.50
234	"	" "	" extra	.25	58.50
8,947	"	½ "- 0	Pav. Agg.	2.25	20,130.75
616	"	"	" extra	.25	154.00
3,500	"	3/4"-0	Shoulder mat	2.25	7,875.00
120	"	"	" extra	.25	30.00
					$50,880.75
			Amount Received		49,134.33
			Amount Due		$1,746.42

I wish to place a claim for $1,746.42 against Central Heating Company.

Yours truly,

F. H. McEwen

F.H. McEwen.

RECEIVED
OCT 10 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

[illegible]

[illegible]

Mr Lewis

October 10, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received a letter from F. E. McEwen, 1673 Villard Street, Eugene, Oregon, dated October 10, in which he states that the Central Heating Company owes him a balance of $1,746.42 for rock crushing and hauling of rock on the Alsea-Alder Creek Section of the Alsea Highway in Benton County. This contract is known as State Highway Contract No. 3340 and was awarded to the Central Heating Company.

This information is provided as the United Pacific Insurance Company appears as surety on the bond furnished with Contract 3340.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Siegenthaler & Stevenson
163 Broadway
Eugene, Oregon

The Central Heating Company
865 Olive Street
Eugene, Oregon

RECEIVED
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October 2, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to our request for an extension of time without penalty, from October 31, 1950 to August 4, 1951, on the Alsea-Alder Creek Section of the Alsea Highway. Your letter of September 28 stated that insufficient justification had been indicated to warrant the extension.

While the Bureau of Public Roads was not involved, it is true that this Company, through no fault of its own, was delayed some two months on a state highway contract on the Crater Lake Highway by reason of the designated quarry not having suitable materials to perform the required work. The contractor lost some two months in time while the State located another quarry, made necessary tests, and provided time to move the crushing plant and paving plant to a new setup. This two months lost time did not allow him to start paving on the Alsea-Alder Creek job, as we did not permit the placing of asphaltic concrete materials in the late fall, requiring him to hold up all paving operations until suitable weather in the spring of 1951. The contractor started paving on May 28, 1951 and completed the paving on July 13. The contractor was again delayed in the placing of shoulder materials as our quarry on this job was exhausted, and he had to acquire additional materials from another contractor, which delayed the completion of the crushed rock shoulders until August 4, 1951, when all work was completed.

The engineering costs on this project were not increased, as the same pavement inspectors that handled the paving work in the summer of 1951 would have been required during a similar period if the work had been performed in the late summer of 1950. We believe that the contractor merits an extension of time without penalty, inasmuch as his inability to place the paving materials in 1950 was a matter beyond his control.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

WCW:me

sen - Alder Cr

Contractor started drilling Aug 10, 1950, started setting up crusher plant Aug 14, and started crushing Sept 28th, and completed on Jan 20th, 1951. He started erecting Paving plant on May 12th 1951 and started paving May 28th (some plant run Prior to 28th but only 150 tons put on road. Completed paving July 13, and started placing shoulder materials, Ran out of material and had to secure about 500 yds from Lloyd Calkins. Job completed Aug 4, 1951

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

403 STATE HIGHWAY BLDG.
SALEM, OREGON

September 28, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your letter of September 27 requesting our concurrence in an extension of time, without penalty, from October 31, 1950 to August 4, 1951 on the Alsea-Alder Creek Section of the Alsea Highway, to Central Heating Co., Contractors, cites as justification a circumstance having no connection whatsoever with the project. The fact that the contractor could not move onto the job for several weeks after the time he should have because of prior commitments or other personal reasons, is insufficient justification from the Bureau of Public Roads' viewpoint for a 9 months' time extension.

We realize this may be an unusual case. If so, we will consider any further evidence supporting the time extension you may wish to submit.

NOTED
W. C. WILLIAMS

Very truly yours,

C G Polk
C. G. POLK
Acting District Engineer

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FOR FILING

September 27, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3340, Alsea - Alder Creek Section of the Alsea Highway, Ore. S-229 (2), from October 31st, 1950 to August 4th, 1951, to The Central Heating Co., Contractors.

In 1950, The Central Heating Co. was awarded a State Contract on the Cascade Gorge - Prospect Section of the Crater Lake Highway. The quarry specified on this project failed, and it was necessary for the contractor to delay his operations on this project several weeks, until the State could develop and furnish another quarry. Because of the hold up on that job, he was unable to move in on the Alsea - Alder Creek Section in time to complete it before the fall rains stopped paving operations.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

CC H. G. Smith

sh

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FOR FILING

5-224(2)

3340

August 24, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to The Central Heating Co. on contract No. 3340, covering resurfacing on the Alsea-Alder Creek Section of the Alsea Highway in Benton County. This payment, in the amount of $16,861.91, will be made on or after September 2, 1951. The retained percentage is $4,140.24.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Portland Branch Office

Siegenthaler & Stevenson
Titus Bldg.
Eugene, Oregon

NOTED ON CARD

8-24-51 jf

[illegible] 221(2)
3340

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 4, 1951, 19

Section Alsea-Alder Creek

Kind of work Pavement Resurfacing

Highway Alsea

Section prefix 2-1020

Contractor Central Heating Co

Contract number 3340

Date of contract May 26, 1950, 19

Date of completion Oct. 31, 1950, 19

Date work started Aug. 6, 1950, 19

Estimated date of completion Aug. 15, 1951, 19

Amount of contract . . . . $ 154,589.50

Per cent of time elapsed 310 %

Estimated cost of completed project, exclusive of engineering . . . . $ 169,189.50

Per cent of contract completed, based on total contract price . . . . 99 %

Engineering cost to date $ 7700, 5 %

Date project was completed ...., 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor placed more 3/4-0 shoulder material today. Plant site all cleaned up. Inspection Sunday revealed that he failed to clean the shoulder material off the pavement. Unless traffic whips it off over the week end it will be necessary that the contractor blade or brush the accumulation off the pavement. This is all that remains and thesemi-final estimate is under way.

NOTED
H. W. LIBBY

RECEIVED
AUG 7 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed S Walters

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		8			8
Miles partially completed		8			8
Miles completed					
Total estimated quantities		3500		SFO	21,000 2,000
Estimated quantities moved or placed to date		3500			20,292
Average daily quantities		438			405
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week		10			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...1..., Power graders ...1..., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fiar all week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

3340 – Central Heating Co.

completed Aug 5, 1951 – accepted Nov 8 1951

Voucher 20995 – Final est. $-[illegible]

This voucher has been placed on a list for your signature. [illegible] estimates that it will be latter part of next week (Dec 6 or 7) before the check will be ready for mailing. May be some delay due to payroll rush

11/29/51

NOTED
H. B. GLAISTER

there are any complications.

Respectfully yours,

Secretary

HBG:md

Enc.

REFERRED TO
Guerry
BY SECRETARY

what is present status of payments in connection with this job?
FHS

Salem, Oregon
August 2, 1951

M. H. Hawke
Auditor
Building

Dear Mr. Hawke:

We hand you herewith a copy of a letter that I have received from Mr. Devers with respect to the payment of the final warrant to the Central Heating Company in connection with its Contract No. 3340 for the construction of the Alsea-Alder Creek Section of the Alsea Highway. Please let me know if there are any complications.

Respectfully yours,

Secretary

HBG:md

Enc.

ERRED TO
[illegible]
BY SECRETARY

what is present status of payments in connection with this job? ?
DHS

FORM E-30 28M 3-51 47196

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26, 1951

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Dear Mr. Glaisyer:

A member of the firm of the Central Heating Company called me awhile ago and stated that the company's Alsea job is completed, and I believe the contract was executed by the State and the Central Heating Company as originally organized. He inquired as to whether or the firm as originally organized would be required to assign that agreement to the new organization, namely, the Central Heating Company Ltd. I told him that if the original firm prefers to have the transaction closed with the personnel of that firm I saw no reason why we could not do so. So, in order to facilitate the closing of the contract, I see now reason why the final warrant or check cannot be made to the contractor as named in the contract, namely, the Central Heating Company.

Yours truly,

J M Devers
J. M. DEVERS
Chief Counsel

JMD:amc

UTE TO Hawke
WE
8/2

FORM E 123X 10M 10-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

July 13, 1951

United Pacific Insurance Company
Board of Trade Building
Portland, Oregon

NOTED
H. B. GLAISYER

Gentlemen:

The Highway Commission called for competitive bids for certain highway improvement on the Alsea-Alder Creek Section of the Alsea Highway in Benton County. Among other bids received in response to such call, was one submitted by the Central Heating Company, a partnership, the members of which partnership were A. C. Dixon, Glenn Byrnes and R. P. Dixon. The bid of said partnership was deemed by the Highway Commission the lowest and best bid submitted, and therefore, was accepted by the Commission and a contract was awarded to said bidder, and said contract was executed for the State by the Highway Commission and by the members of said partnership.

The contract covered the work for which said bid was called, submitted and accepted. As a part of said contract, and in conformance with law, a performance bond was executed by the partnership as principal and by the United Pacific Insurance Company as surety. Subsequent to the execution of said contract, two members of the partnership withdrew from the firm and disposed of their interests to W. H. Gonyea and G. A. Byrnes. The new concern will be composed, as we are advised, of W. H. Gonyea and G. A. Byrnes, and will transact business under the firm name and style of Central Heating Co., Ltd. The new concern, we are advised, has taken over all of the duties, responsibilities and obligations existing under State Highway Contract No. 3340, and we are advised that the United Pacific Insurance Company has offered to write a new bond in support of the said contract.

I suggest that the dissolved partnership, with the approval of the Highway Commission and with the approval of the contractor's surety, assign the contract to the new partnership. If that is done, I will advise the Commission that it may consent to such assignment without the necessity of a new bond.

If you are in accord with my suggestion, will you please suggest to your present principal that an appropriate assignment of the contract be made by the Central Heating Company to the Central Heating Co., Ltd., and that the assignment be executed by all of the members of the Central Heating Company as assignor and all of the members of the Central Heating Co., Ltd., as assignees, and that that assignment be consented to by the United Pacific Insurance Company and then transmitted to the Commission for action. In the meantime, I will appreciate receiving from you a letter stating that the United Pacific Insurance Company as surety on Contract No. 3340 will recognize the original contract as still being in effect until the proper and complete transfer has been made.

Yours very truly,

J. M. DEVERS

JMD:FRC

cc- Mr. H. B. Glaisyer

RECEIVED
[illegible] 1951
FOR FILING

[illegible] (2)

3340

May 18, 1951

The Central Heating Company
865 Olive Street
Eugene, Oregon

Gentlemen:

With respect to the change of members in your organization, it is requested that you furnish to us, in writing, complete details as to the reorganization together with assurance that the new members will assume all responsibility of the original partnership concern as to Contract No. 3340, Alsea-Alder Creek Section of the Alsea Highway, and the instrument shall be endorsed and approved by the bonding company, which is a surety on the bond furnished by the original members.

Will you please submit this at your earliest convenience, as it may affect payments to you under monthly estimates.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mo

cc Mr. J. M. Devers

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 14, 1951

SUBJECT:

To:

Mr. W. C. Williams
Assistant Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I have before me your memo of the 11th, relative to the change in the members of the partnership comprising the Central Heating Company of Eugene. It appears that the partnership has radically changed, and new members have been taken in and old members let out.

With respect to a partnership, the individual members are each personally liable for the debts of the partnership. I recommend that the Central Heating Company be required to furnish in writing the re-organization of the partnership, and the new members should assume, with respect to Contract No. 3340, Alsea-Alder Creek Section of the Alsea Highway, all responsibility which under the contract has been assumed by the original partnership concern. This arrangement should be endorsed and approved by the bonding company which is surety on the bond furnished by the original members. Then, the reorganization plan can be submitted to the Commission for approval, and if approved, made a part of the pending agreement.

Yours very truly,

JMDevers

J. M. DEVERS,
Chief Counsel

JMD:PK

RECEIVED
1 1 1951
FOR FILING

S229(2)

3340

Salem, Oregon
May 11, 1951

Mr. J. M. Devers

In his letter under date of May 3 Mr. Glaisyer furnished you a copy of a letter from Mr. A. C. Dixon of the Central Heating Company of Eugene, advising that Mr. A. C. Dixon and Mr. R. P. Dixon had disposed of their interest in this firm to Mr. G. A. Byrnes and Mr. W. H. Gonyea. The Company will retain the same name.

This Company has Contract No. 3340, Alsea-Alder Creek Section of the Alsea Highway paving project. What steps are necessary, if any, to effect the carrying out of the contract under the new ownership?

I will appreciate your advice in this matter.

W. C. Williams

WCW:me

FORM E-30 25M 9-40 34698

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 3, 1951

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. R. H. Baldock, State Highway Engineer ✓
Mr. J. M. Devers, Chief Counsel

OFFICE

Gentlemen:

I hand to each of you herewith a copy of the letter that the Highway Commission has just received from Mr. A. C. Dixon, one of the partners of The Central Heating Co., to whom the Highway Commission awarded a contract for paving the Alsea-Alder Creek Section, which looks to me like an assignment of the contract to a concern that is not qualified although the partnership name remains ✓about the same.

I have simply acknowledged the letter and told Mr. Dixon that his request is being considered.

Respectfully yours,

HBGlaisyer
Secretary

HBG:ls
Enc. 2

Williams

RECEIVED
JUL 10 1951
FOR FILING

United Bond Co

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4, 1951

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

I have read the carbon copies of Mr. Dixon's letter to the Highway Commission under date of May 1, your letter to Mr. Dixon, and your letter to Mr. Baldock and to the writer, all of which seem to have relation to a contract awarded by the Commission to the Central Heating Company of Eugene, the subject of which contract is the construction work on the Alsea-Alder Creek Section of the Alsea Highway.

This concern is a partnership and under the law relative to partnerships each member is liable for the entire debts of the firm in connection with any transaction in which the firm may engage. The members of the firm qualified under the prequalification law. The new members proposed may not be as financially sound as are the present ones. This contract cannot be assigned without the consent of the Highway Commission, and in my opinion any member of the firm now who withdrew from the firm would be liable for the debts of the firm up to the date of his withdrawal.

If the Commission is willing to relieve some of the members of the firm with which it is dealing, I think that the new members should qualify under the prequalification law, or the new firm should qualify. If the firm as constituted when the contract was awarded has not assigned the contract, then the Commission could permit the present firm as constituted to assign to the new constituted firm the right to the present contract, and then the contract could be written with the partners as newly formed. I do not believe, however, that this thing should be disposed of by the action of the members of the firm alone. The Commission is dealing with a partnership composed of certain individuals, and those individuals may have a stronger financial standing than the new members. I think this whole thing requires the consideration of the Commission.

Yours very truly,

J. M. Devers
J. M. DEVERS
Chief Counsel

JMD:AWP

contract # 3340 - awarded on May 26, 1950 - $154,589.50
resurfacing = Alsea - Alder Creek Section - Alsea Hwy - Benton Co.
United Pacific Ins. Co., Siegenthaler + Stevenson
Titus Bldg., 163 Broadway - Eugene

C.C.R.

May 3, 1951

Mr. R. H. Baldock, State Highway Engineer
Mr. J. M. Devers, Chief Counsel

OFFICE

Gentlemen:

I hand to each of you herewith a copy of the letter that the Highway Commission has just received from Mr. A. C. Dixon, one of the partners of The Central Heating Co., to whom the Highway Commission awarded a contract for paving the Alsea-Alder Creek Section, which looks to me like an assignment of the contract to a concern that is not qualified although the partnership name remains the same.

I have simply acknowledged the letter and told Mr. Dixon that his request is being considered.

Respectfully yours,

Secretary

HBG:ls
Enc. 2
cc: W.C.Williams

May 3, 1951

Mr. A. C. Dixon
The Central Heating Co.
365 Olive Street
Eugene, Oregon

Dear Mr. Dixon:

This acknowledges your letter of May 1, 1951, advising that you and R. P. Dixon have disposed of your interests in The Central Heating Co. to A. H. Bonyea, who with C. A. Byrnes intend to continue in the contracting business as partners under the name of The Central Heating Co., Oreg. Ltd. You also request that Contract No. 3340 awarded you by the Highway Commission for paving the Alsea-Alder Creek Section be rewritten in the name of the new firm.

I am bringing your letter to the attention of the State Highway Engineer and the Highway Commission's Chief Counsel. You will be informed what action has been taken thereof.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:ls
cc: R.H. Baldock
W.C. Williams
J.M. Devers

THE CENTRAL HEATING CO.
DIESEL, STOVE AND FUEL OILS, HOGGED FUEL, SAWDUST
ASPHALT PAVING AND ROAD OILING
865 OLIVE STREET PHONE 4-3281
EUGENE, OREGON

May 1, 1951

State Highway Commission
Salem, Oregon

Gentlemen:

The Central Heating Co., a partnership consisting of A. C. Dixon, R. P. Dixon and G. A. Byrnes, has Contract No. 3340 to pave the Alsea Alder Creek section. The first two named above have sold their interest in The Central Heating Co. to Mr. W. H. Gonyea who with Mr. Byrnes will continue the business as general partners under the name of The Central Heating Co., Oreg. Ltd.

Mr. Byrnes and Mr. Gonyea have assumed all liability under the contract referred to and are willing to sign a new contract taking the place of No. 3340. The bonding company will execute a bond for them similar to the present bond on this contract.

The writer and Mr. R. P. Dixon would prefer to be relieved of any contingent liability under the contract since they are no longer interested in any way. If this is agreeable to you, will you kindly advise the procedure we should follow to accomplish our purpose.

Yours truly,

A. C. Dixon

A. C. Dixon

ACD:fk

NOTE TO [illegible]
DATE 5-2

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
NOV 21 1950
FOR FILING

3340

Salem, Oregon
November 21, 1950

Mr. F. D. Eason
Division Engineer
Salem, Oregon

Dear Sir:

With reference to the pavement patching work performed by state forces on the Alsea-Alder Creek Section, Contract No. 3340, you will please proceed as follows:

1. Cancel the State Force Order in the amount of $8,000 issued under date of October 4, 1950.

2. Issue a substitute State Force Order covering the cost of the patching work exclusive of the cost of the rock. The net amount of this order will then be in the neighborhood of $3,000.

3. Issue a revised price agreement No. 1, chargeable to contract No. 3340 authorizing the contractor to furnish rock to replace rock taken from state stockpiles for use in patching work. In this order, the pay items must be designated "Rock for Patching." The quantities should be approximately the same as were taken from the state piles for use in the patching work.

Under the above outlined arrangement, the taking of the rock from state-owned stockpiles and its return thereto by the contractor will be considered an even exchange and there will be no credit to or charge against the District Rock Account. Both the resident engineer and the district maintenance superintendent should be so advised.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:gs

cc: S. F. Walters
J. E. Horslock
A. F. Parson

RECEIVED
AUG 14 1950
FOR FILING

S-229(2)

3340

August 11, 1950

Mr. T. R. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on August 8, 1950 on Contract No. 3340, Alsea-Alder Creek Section, in connection with Federal Aid Project No. S-229 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GB:nd

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

August 10, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Project No. S-229(2) Alsea-Alder Creek Section of the Alsea Highway for which bids were opened and contract awarded the Central Heating Company on May 26, 1950. As of this date we have not received notice that work on this project has started. Since the time for completion of this work is August 31, 1950, may we suggest that the contractor be instructed to start work immediately.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

RECEIVED
AUG - 2 1950
FOR FILING

S-227(1)

3340

August 1, 1950

Central Heating Company
865 Olive Street
Eugene, Oregon

Attention: Mr. Dixon

Gentlemen:

Mr. F. C. Laws, contractor on the Lincoln County Line-Alsea Mountain Section, advises that he will be through crushing some time next week in the quarry which you propose to use for the Alsea-Alder Creek Section, and that it will not interfere with his operations if drilling on the quarry is started immediately.

I wish to again call your attention to the importance of completing this job during the present season, as it will be impossible for us to maintain the road another winter in its present condition.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

FORM E-30 25M 1-50 37638

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 28th, 1950

SUBJECT:

To:
Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

I have prepared the attached letter relative to the Alsea-Alder Creek Section.

I wish to call your attention to the physical impossibility of the contractor placing any material amount of pavement during favorable weather. He has done no work on his quarry, and even if he had plants available, I doubt if the most efficient contractor could set up his plants, crush the rock and be ready to operate before the fifteenth of September.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

RECEIVED
FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

~~ALASKA~~
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

S229(2)

July 24, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-229(2)
Alsea-Alder Creek Sec.

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Tor

82

State Oregon

Federal Aid Secondary Project No. S-229(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of July, 1950, by and between Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of February, 1950, a program, which was approved on the 20th day of April, 1950, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of May, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred two thousand and 00/100 dollars ($102,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 650+00 in the SE 1/4, Section 1, T. 14 S., R. 8 W., W.M., and survey station 1061+60 in the NE 1/4, Section 10, T. 13 S., R. 7 W., W.M., except stations 819+84.5 to 821+55 and 1013+03 to 1013+99, length 7.951 miles, in Benton County, being Oregon Federal Aid / Secondary project No. S-229(2), consisting of 7.951 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred two thousand and 00/100 dollars ($102,000.00), which does not exceed the authorized Federal pro rata share of one hundred seventy thousand, forty-eight and 45/100 dollars ($170,048.45), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
SECRETARY

...ED FOR APPROVAL
...HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By M K McLean
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
★ JUL 21 1950 ★

RECEIVED
FOR FILING

June 26, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Alsea-Alder Creek Section, Project No. S-229 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM:cw

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-229 (2)

ALSEA-ALDER CREEK SECTION OF THE
ALSEA HIGHWAY IN BENTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.

Salem, Oregon, June 15, 1950

Type Code 6201
Roadway (Sta. 650+00 to 1081+60)

3,500	cu. yds.	3/4" - 0" Material in Shoulders	$ 3.00	$ 10,500.00
100	M-gals.	Sprinkling	2.00	200.00
23,000	tons	Class "B" Asphaltic Concrete	6.00	138,000.00
130	tons	Emulsified Asphalt in Tack & Seal Coats	36.00	4,680.00
410	cu. yds.	Aggregate in Seal Coat	2.95	799.50
			Subtotal	$154,589.50
			10% Engr. & Cont.	15,459.95
			Total	$170,048.45

Length of Roadway	7.951 miles
Length Bridge (Except.)	0.050 mile
Total Length	8.001 miles
Cost per mile, Roadway	$21,387.05

Federal Secondary Funds- -	$102,000.00
State Funds- -	68,048.45
	$170,048.45

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maint.: Chap. 529, laws 1939

Small plan
5/9/50

May 3, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Alsea-Alder Creek Section, Project No. S-229 (2).

Six bid proposals and one set of full size plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-229 (2)

ALSEA-ALDER CREEK SECTION
OF THE ALSEA HIGHWAY IN BENTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 3, 1950

Type Code 6201

Roadway (Sta. 650+00 to 1081+60)

3,500	cu. yds.	3/4" - 0" Material in Shoulders	$ 2.50	$ 8,750.00
100	M-gal.	Sprinkling	3.00	300.00
23,000	tons	Class "B" Asphaltic Concrete	6.00	138,000.00
130	tons	Emulsified Asphalt in Tack and Seal Coats	40.00	5,200.00
410	cu. yds.	Aggregate in Seal Coat	4.00	1,640.00
			Subtotal	$153,890.00
			10% Engr. & Cont.	15,389.00
			Total	$169,279.00

Length of Roadway	7.951 miles
Length of Bridges (Exception)	.050 mile
Total Length	8.001 miles
Cost per mile, Roadway	$21,290.27

Federal Secondary Funds	$102,000.00
State Funds	67,279.00
	$169,279.00

ALSEA-ALDER CREEK SECTION

PROJECT NO. S-229 (2)

All necessary rights of way are acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

May 3, 1950

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JUN 19 1950
FOR FILING

8-229(2)
3340

June 16, 1950

The Central Heating Co.
865 Olive Street
Eugene, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of each of the contracts awarded to you by the State Highway Commission, as follows:

Contract No. 3328, which was awarded to you on May 25, 1950, covering Grading and Paving on the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County.

Contract No. 3340, which was awarded to you on May 26, 1950, covering Pavement Resurfacing on the Alsea-Alder Creek Section of the Alsea Highway in Benton County.

Contract No. 3341, which was awarded to you on May 25, 1950, covering Recoiling (Division No. 2-C) on the Eddyville-Blodgett, Corvallis-Newport, Alsea, Oregon Coast and Siletz Highways in Lincoln and Benton Counties.

These copies are for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:amc
Enc.

Recorded

RECEIVED
MAY 31 1950
FOR FILING

May 31, 1950

Central Heating Co.
865 Olive,
Eugene, Oregon

Gentlemen:

The State Highway Commission on May 26, 1950 awarded you the contract for paving the Alsea-Alder Creek Section of the Alsea Highway in Benton County. This award was based on your low bid of $154,589.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

lm

cc @ S. H. Probert

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FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

May 26, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. S-229(2), Alsea-Alder Creek Section of the Alsea Highway, to Central Heating Company, Eugene, Oregon, who submitted the low bid.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

RECEIVED
MAY 31 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
10 1950
FOR FILING

OREGON DISTRICT

[illegible]
Federal
[illegible]

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

May 9, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-229(2) Alsea-Alder Creek Section of the Alsea Highway have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

21-4223 Division No. 2-C Reoiling 1950
Project on three state highways,
near Eddyville, Blodgett & Philomath

RECEIVED
FOR FILING

51-4223

OREGON STATE HIGHWAY COMMISSION
(date)
October 11, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3341	4-final	The Central Heating Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16754	1754	$2,628.52	10/9/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 16 1950
a.a. Wichlander

NOTED ON CARD

OREGON STATE HIGHWAY COMMISSION
(date)
October 11, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3341	4-final	The Central Heating Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16754	1754	$ 2,628.52	10/9/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Aug. 31, 1950

Time Extensions: None required

Completion Date: Aug. 13, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 10-13-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
OCT 5 1950
FOR FILING

21-4223

3341

October 3, 1950

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

Please be advised that State Highway Contract No. 3341, for reoiling on Division No. 2-C Section of five state highways in Lincoln and Benton Counties, has been completed by the contractor, The Central Heating Co., and that final payment in the amount of $2,628.52 will be made on or after October 13, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $37,358.79, and that no force account work was performed on the project. This contract was completed August 13, 1950 and accepted by the Highway Commission September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Siegenthaler & Stevenson
Titus Building
163 Broadway
Eugene, Oregon

Portland Branch Office

NOTED ON CARD

RECEIVED
SEP 13 1950
FOR FILING

21-4223

3341

September 12, 1950

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to The Central Heating Co., on contract No. 3341, covering Division No. 2-C Reoiling on the Eddyville-Blodgett, Corvallis-Newport, Alsea, Oregon Coast and Siletz Highways in Lincoln and Benton Counties. This payment, in the amount of $20,354.38, will be made on or after September 22, 1950. The retained percentage is $2,620.52.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Siegenthaler & Stevenson
Titus Bldg.
Eugene, Oregon

NOTED ON CARD
9-12-50 JP

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 12, 1950

Section	Division No. 2*C Re-oiling Project	Kind of work	Re-oiling
Highway	5 State Highways	Section prefix	21-4223
Contractor	Central Heating Co.	Contract number	3341
Date of contract	May 25, 1950	Date of completion	August 31, 1950
Date work started	June 13, 1950	Estimated date of completion	August 13, 1950
Amount of contract	$87,817.60	Per cent of time elapsed	82 %

Estimated cost of completed project, exclusive of engineering . . . $106,817.60

Per cent of contract completed, based on total contract price . . . 100 %

Engineering cost to date $5200.00, 4.9 %

Date project was completed August 13, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

M ain Oiling work was completed on August 12th. There is a small amount of patching and dusting which is being done on August 13th.

The contractor will keep a blade on this work through next Wednesday to give proper Maintenance.

NOTED
H. W. LIBBY

Signed

Address 620 Burkhart St., Albany, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				55.62	
Miles partially completed					
Miles completed				55.62	
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				12	
Average force on project for week				30	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers 2 Distributors 9 trucks . 1 Retort . . . .

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
CONST [illegible] ENGINEER

State Printing Dept. 38842

RECEIVED
JUN 19 1950
FOR FILING

21-4223

3341

June 16, 1950

The Central Heating Co.
865 Olive Street
Eugene, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of each of the contracts awarded to you by the State Highway Commission, as follows:

Contract No. 3328, which was awarded to you on May 25, 1950, covering Grading and Paving on the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County.

Contract No. 3340, which was awarded to you on May 26, 1950, covering Pavement Resurfacing on the Alsea-Alder Creek Section of the Alsea Highway in Benton County.

Contract No. 3341, which was awarded to you on May 25, 1950, covering Reoiling (Division No. 2-C) on the Eddyville-Blodgett, Corvallis-Newport, Alsea, Oregon Coast and Siletz Highways in Lincoln and Benton Counties.

These copies are for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:amc
Enc.

Recorded 6/16/50

RECEIVED
MAY 31 1950
FOR FILING

21-4222

3341

May 31, 1950

The Central Heating Company
865 Olive,
Eugene, Oregon

Gentlemen:

The State Highway Commission on May 25, 1950, awarded you the contract for Division No. 2-C Reoiling on three state highways, near Eddyville, Blodgett and Philomath. This award was based on your low bid of $87,817.60 using asphalt.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

310-1706 Myrtle Creek(Oak Street) 1950
Sec. on Oak Street in Myrtle Crk.

73342

FORM E-30 25M 3-47

RECEIVED

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 27, 1950

NOTED
J. W. CATTRALL

SUBJECT: Drainage on Myrtle Creek (Oak St.) Sect.

To: Mr. John W. Cattrall
Engineer, County and City Relations
State Highway Department
Salem, Oregon.

RECEIVED
OCT 30 1950

Dear Sir:

In accordance with your request of October 19, I contacted Mr. H. J. Hale, City Recorder, Myrtle Creek regarding the drainage at the intersection of 1st. Street and Oak Street in Myrtle Creek.

It was found that breaking out of about 8 feet of concrete curb and gutter and lowering, as suggested in Mr. Hale's letter of October 16 would not relieve the situation as there is only 2 inches of rise from the grate of the catch basin to the easterly end of the concrete curb and gutter.

It was determined that there was sufficient grade, along 1st. Street, to carry the water from the culvert under the alley (to the east of Oak Street) to the newly constructed curb and gutter.

It was suggested to Mr. Hale that a new gutter line be constructed from the culvert to the concrete curb and gutter and fill in the old gutter line, but he did not want to do that at this time, as an alternate he decided to ditch thence from the concrete curb and gutter easterly along 1st. Street for a distance of 50 or 75 feet to get adequate fall, and tap the existing gutter line of 1st. Street. Then by raising the northerly shoulder of 1st. Street, through that low place, with select material I beleive the situation would be remedied.

Very truly yours,

R. D. Ascurry
R. D. Ascurry
Resident Engineer

cc: R. D. Lytle
H. J. Hale.

October 24, 1950

Mr. H. E. Hale
City Recorder
Myrtle Creek, Oregon

Dear Sir:

I am replying to your letter of October 16 and confirming our conversation of last October 19.

As I have previously informed you, the contract for the improvement of Oak Street in your city has been completed and accepted by the Commission and is now closed. Therefore, we will be unable to assist the city financially in the correction of the condition that exists at the corner of 1st Street and Oak Street.

I was unable to contact Mr. Lytle in Roseburg last Thursday; however, I did talk to Mr. Raymon Asburry who was resident engineer on this project. I asked Mr. Asburry if he could, in the very near future, contact you and look over this situation as he might arrive at a solution that we overlooked. Mr. Asburry stated that at the very first opportunity he would stop in Myrtle Creek and see what can be done.

If I can be of any further assistance, do not hesitate to call on me.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JWC:SM
cc: Mr. K. D. Lytle, Division Engineer

IL MEETS FIRST TUESDAY OF EAC NTH ICIPAL OWNED WATER DEPARTMENT

TOWN OF MYRTLE CREEK

MYRTLE CREEK, OREGON

October 16, 1950

John W. Catbrall
Engineer, County & City Relations
State Highway Commission
Salem, Oregon

Dear Sir,

I received your communication of October 4, notifying the City of Myrtle Creek that the work on Oak Street in this City has been completed.

I would like to take friendly exception to this statement since all is not well as regards one section of gutter located at 1st and Oak Streets.

The reason we are not satisfied with this section of gutter is that the elevation is too high to catch any water draining down 1st Street toward Oak Street.

There are too ways this can be remedied, namely:

1. Raising street grade which is paved with an 18 foot strip of oil in good repair.
2. Breaking out about 8feet of gutter and lowering the grade - by far the best and least expensive way.

Since this City allocated $3,000 for curbs and gutters on this street, we do not feel that it is our responsibility to have to undertake this work.

Very truly yours,

N E Hale

N. E. Hale
City Recorder

RECEIVED
OCT 17 1950
ENGINEER
[illegible] ATIONS

Files

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 20, 1950

310-1786

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3342	4-final	Roseburg Paving Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17305	2586	$ 500.00	10/19/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
10-23-50 gC

Warrant Mailed: OCT 23 1950
a.a. Wahlander

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 20, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3342	4-final	Roseburg Paving Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17305	2586	$ 500.00	10/19/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Sep. 15, 1950

Time Extensions: None required

Completion Date: Sep. 12, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 10-20-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer

H. B. Glaisyer
Secretary

Warrant Mailed:

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 16, 1950

Section Myrtle Creek, (Oak Street)

Kind of work Grading and Paving.

Highway City Street

Section prefix 310-1706

Contractor Roseburg Paving Co.

Contract number 3342

Date of contract May 26, 1950

Date of completion Sept. 15, 1950

Date work started June 28, 1950

Estimated date of completion , 19

Amount of contract $15,862.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $15,199.73

Per cent of contract completed, based on total contract price %

Engineering cost to date $1000, 6.3 %

Date project was completed Sept. 12, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Paved monday and tuesday completing the project tuesday.

Semi-final estimate turned in to the division office thursday.

RECEIVED
SEP 18 1950
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

NOTED
H. W. [illegible]

Signed R D Asbury

Address Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B A MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.10	0.10			0.10
Miles partially completed					
Miles completed	0.10	0.10			0.10
Total estimated quantities	699.5				
Estimated quantities moved or placed to date	699.5	927			536,33
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair All Week.		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 38842

RECEIVED
OCT 9 1950
FOR FILING

310-1706

3342

October 6, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3342, for work on the Myrtle Creek (Oak St.) City Street Section in Douglas County, has been completed by the contractor, Roseburg Paving Co., and that final payment in the amount of $500 will be made on or after October 16, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $15,199.72, and that no force account work was performed on the project. This contract was completed on September 15 and accepted by the Commission on September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
SEP 26 1950
FOR FILING

310-1706

[illegible]

September 25, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to the Roseburg Paving Co. on contract No. 3342, covering grading and paving on the Myrtle Creek (Oak St.) City Street Section in Douglas County. This payment, in the amount of $9,256.48, will be made on or after October 5, 1950. The retained percentage is $500.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
9-25-50, JP

RECEIVED
[illegible]
FOR FILING

316-1706

3342

June 16, 1950

Roseburg Paving Co.
634 S. Main St.
Roseburg, Oregon

Gentlemen:

We are sending to you herewith a fully executed copy of Contract No. 3342, which was awarded to you on May 26, 1950, by the State Highway Commission, covering Grading and Paving on the Myrtle Creek (Oak Street) Section of City Street in Douglas County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREG N STATE HIGHWAY COMMISSION

Secretary

HDG:amc
Enc.

Recorded

RECEIVED
[illegible] 1950
FOR FILING

May 31, 1950

Roseburg Paving Company
6345 Main Street
Roseburg, Oregon

Gentlemen:

The State Highway Commission on May 26, 1950 awarded you the contract for grading and paving Oak Street in Myrtle Creek, Douglas County. This award was based on your low bid of $15,862.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

Form A-150—5M—8-49

INVOICE

Oregon State Highway Commission

SALEM, OREGON

Invoice No. [illegible]

Date May 23, 1950

Your Req. No.

Billing Request No. co-11

Credit distribution: 310-1705-299

City of Myrtle Creek
Myrtle Creek, Oregon

Agreed city share of cost to reconstruct Oak Street from 3rd Street to 1st Street. This is a special city allotment project and is covered by agreement between City of Myrtle Creek and State Highway Commission dated September 21, 1949.

$ 3,000.00

RECEIVED
MAY 25 1950
ENGINEER
[illegible] IONS

ACKNOWLEDGMENT OF BILLING REQUEST
[illegible] $ 3000.00
D B Taylor

State Printing Dept. 33936

RECEIVED
AY 23 1950
FOR FILING

FORM E-30 25M 6-49 32802

file

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 22, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

OK

Enclosed is the Town of Myrtle Creek's General Fund Check No. 4517 payable to the Oregon State Highway Commission in the amount of $3,000.✓ This check is in accordance with the agreement between the City of Myrtle Creek and the Highway Commission, dated September 21, 1949, covering the special city allotment project on Oak Street.

Also enclosed are a request for outside billing and a carbon copy of this letter for the Accounting Department. It would be appreciated if on forwarding the check to the Accounting Department the request for outside billing and carbon copy of the letter be included.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

cc: Mr. M. H. Hawke
Accounting Department

check # 4517 for $3000.00
to Acc. Div. 5/23/50
F.Q.

REFERRED TO
BY SECRETARY

RECEIVED
FOR FILING
FORM E-50 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 2, 1950

SUBJECT:

To: Mr. W. C. Williams
OFFICE

[illegible]
W. C. WILLIAMS

In connection with the moving of the power poles on Oak Street in the City of Myrtle Creek, Mr. Wells of the California Oregon Power Company has estimated that all the poles will be moved by March 10. The city officials estimated that their water and sewer lines will be moved and the backfills completed by March 8.

This information is furnished in response to your recent telephone query on this subject.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JWC:MM

cc: Mr. H. G. Smith
Mr. K. D. Lytle

Salem, Oregon
October 17, 1949

Mr. K. D. Lytle, Division Engineer
Oregon State Highway Department
Roseburg, Oregon

Dear Mr. Lytle:

I am replying to your letter of October 14 regarding the power poles on the Myrtle Creek job.

It was planned to call for bids sometime after the first of the year. However, since this matter of moving the poles has come up, bids will not be called until such time as it has been cleared.

The City will be contacted in the very near future to determine what their plans are.

I thank you for calling this matter to my attention.

Very truly yours,

John W. Cattrall
Acting Engineer,
County and City Relations

JWC:MM

FORM E-30 15M 5-49 31908

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Oct. 14, 1949

SUBJECT: Power Poles
Myrtle Creek City Job

To:

John Cattrall, Engr.
City & County Relations

Dear Sir:

I have, today, received the attached copy of a letter from the California Oregon Power Company, addressed to Mr. Sanders, Mayor of Myrtle Creek. This pertains to the removing of the poles in Myrtle Creek.

As these poles are on the right-of-way and will interfere with the construction work, I believe this matter should be worked out before the contract is let so there will be no hitch. The $2798.44 is a considerable sum for the City to pay and I think it should be settled before the contract is let.

Very truly yours,

K D Lytle

K. D. LYTLE
Division Engineer

kdl;g

enc

NOTED
J. W. CATTRALL

RECEIVED
OCT 17 1949
ENGINEER
COUNTY & CITY RELATIONS

TH ALIFORNIA OREGON POWER CO ANY

RECEIVED

October 13, 1949

Leo J. Sanders, Mayor
City of Myrtle Creek
Myrtle Creek, Oregon

Dear Mayor Sanders:

Our engineering staff has prepared the necessary estimates to conform with drawings of the State Highway Commission for the widening of Oak Street in Myrtle Creek.

You are aware of the fact that our present franchise with the City of Myrtle Creek provides that any change of our facilities necessitated by any reallignment or changes in city streets shall be done at no expense to the Company.

Due to the fact that part of the line is 66 KV and is the main feeder line running north and south, it cannot be taken out of service except during very limited periods, these necessarily occuring when there is no great usage. This is also more or less true of the 12000 V lines and is desirable in the 2400 V line serving the city distribution. This being the case, it has been necessary to figure on labor for making these changes on an over-time basis.

Our best figure for doing this work amounts to $2792.44. Having some idea relative to the city finances and methods of procuring money and the basis on which the improvement would be made, it was thought best to bring this to your attention before placing it in Job Order form for executive approval. We would, of course, expect some statement from an authorised member of the city council agreeing to reimburse us for the moving expense.

Very truly yours,

THE CALIFORNIA OREGON POWER COMPANY

H. C. Wells, District Manager

HCW:lnk

cc KD Lytle, St.Hwy Com. }
cc HPB Jr. }not sh. on orig.

COPY

RECEIVED
OCT 17 1949
ENGINEER
COUNTY [illegible] RELATIONS

File

RECEIVED

FOR FILING

FORM 2-30X [illegible]

Const

Project

Finance

Myrtle Creek

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Feb. 21, 1950

C
O
P
Y

SUBJECT: Myrtle Creek

To:

H. G. Smith
Construction Engineer

L

Dear Sir:

Despite numerous requests, the City Officials of Myrtle Creek have not given us a letter stating that it will be responsible for the moving of the electric power and light poles, the construction of the 12" sewer, and the moving of the telephone lines.

I suggest that we do not let the contract until this matter has been straightened out. I fear if we do so and our contractor gets in before these facilities are taken care of, we will be stuck for making these changes ourselves.

Very truly yours,

(sgd) K. D. Lytle

K. D. LYTLE
Division Engineer

kdl;g

COUNCIL MEETS FIRST TUESDAY OF EACH MONTH MUNICIPAL OWNED WATER DEPARTMENT

TOWN OF MYRTLE CREEK

●

MYRTLE CREEK, OREGON

October [illegible], 1949

John W. Cattrall
Oregon State Highway Commission
Salem, Oregon

Dear Sir,

In reference to the agreement of September 21, 1949 between the Town of Myrtle Creek and the State Highway Commission, the Council went on record as having no objection to the substitution of bituminous macadam for the proposed asphaltic concrete.

L J Sanders
Mayor

Harrison Hale
Recorder

RECEIVED
STATE HIGHWAY COMMISSION

RECEIVED
OCT 7 1949
ENGINEER
COUNTY & CITY RELATIONS

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

COUNCIL MEETS FIRST TUESDAY OF EACH MONTH

MUNICIPAL OWNED WATER DEPARTMENT

TOWN OF MYRTLE CREEK

MYRTLE CREEK, OREGON

August 7, 19[illegible]

John W. Cattrall
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Cattrall,

With reference to the agreement signed between the City of Myrtle Creek and the State Highway Commission, the City of Myrtle Creek agrees to construct a twelve inch sewer on the location is shown on the map at the sole expense of the city.

The City plans to start on the project the 12th of September.

L J Sanders
Mayor

Harrison Hale
Recorder

NOTED
J. W. CATTRALL

Salem, Oregon
June 21, 1949

Mr. W. C. Williams
OFFICE

Enclosed please find nine copies of a tabulation with attached sketch map showing a substitute project in the City of Myrtle Creek recommended for construction under the 1949 Special $250,000 City Street allotment.

On January 24, the Commission approved a project on 3rd Street in Myrtle Creek. After approval it developed that 3rd Street was an extension of a county road upon which over loads are permitted by agreement between the Douglas County Court and the Fir Manufacturing Company.

After consultation with city and county officials, it was agreed that the 3rd Street project be cancelled and an application for the improvement of Oak Street be substituted. Oak Street qualifies in that it carries some log truck traffic plus extremely heavy local traffic due to suddenly increased population.

The $15,000 estimated total cost to the State is the same as originally approved.

NOTED
J. W. CATTRALL
John W. Cattrall
Acting Engineer,
County and City Relations

JFH:MM
Encl.

NOTED
Harold C. Ayers

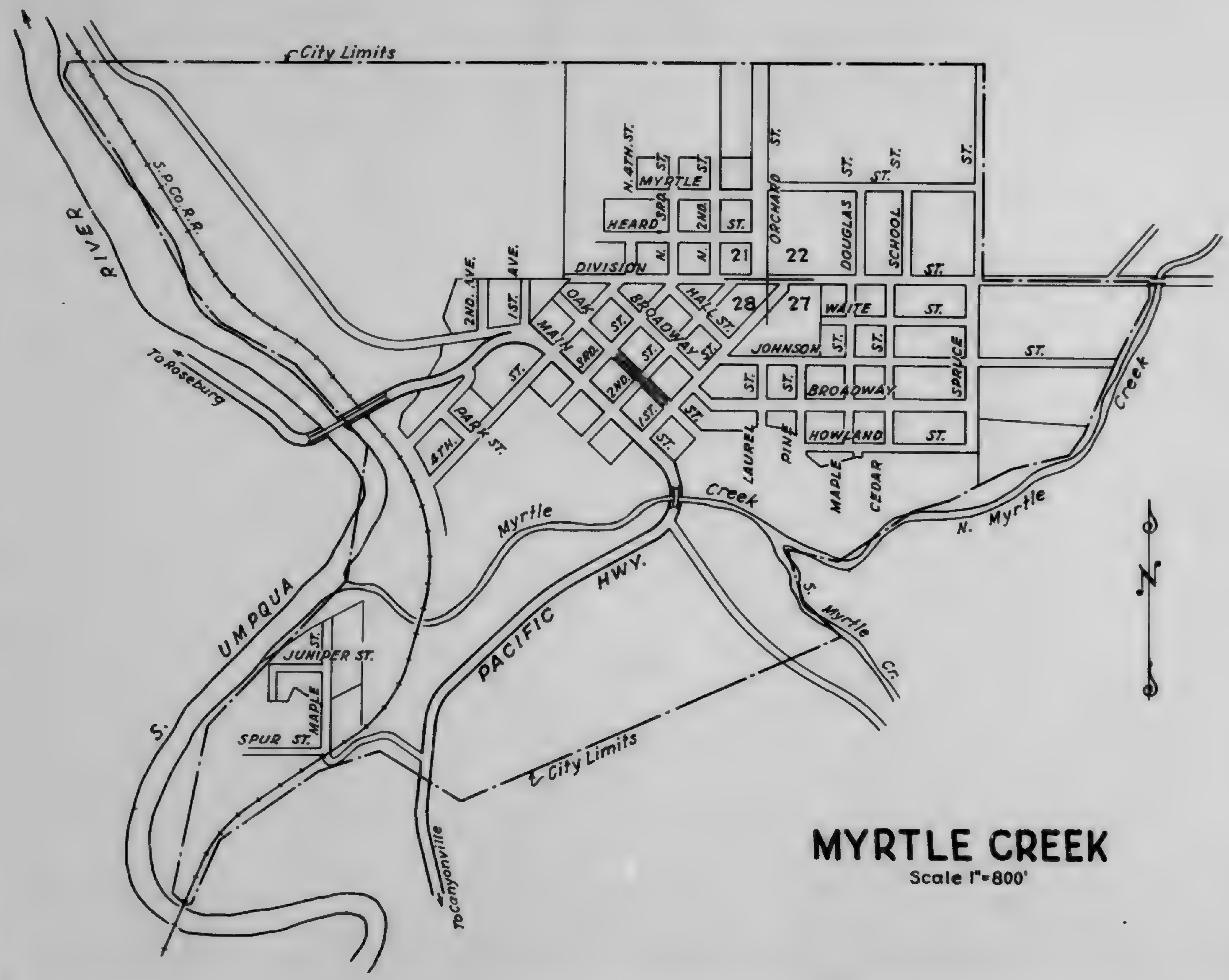
$250,000 Special State Tax Street Fund (1949)

Division III

City	County	Population	Estimated Cost State	Estimated Cost City	Estimated Cost Total	Length in Miles
Myrtle Creek	Douglas	714	$15,000	$5,000	$20,000	0.10

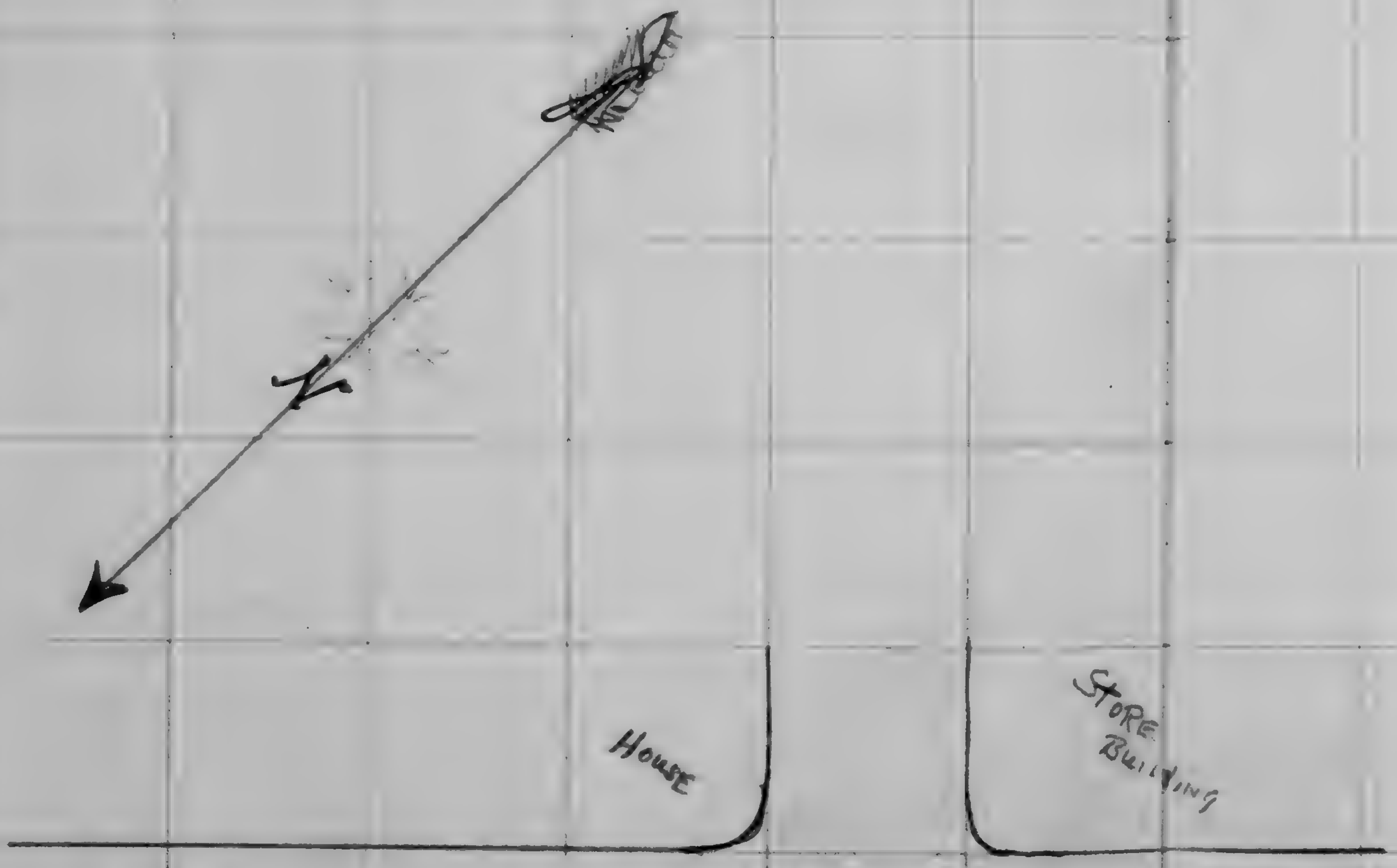
Description: OAK STREET from 1st to 3rd. Construct curbs, drainage, required grading, base rock and 4" thickness of Class "B" asphaltic concrete 44' in width.

HCA:MM
6-14-49


City Limits
RIVER
S.P.Co.R.R.
To Roseburg
UMPQUA
S.
JUNIPER ST.
ST.
MAPLE
SPUR ST.
2ND. AVE.
1ST. AVE.
DIVISION
OAK
MAIN
ST.
PARK ST.
4TH.
SPRG.
BROADWAY
HALL ST.
2ND.
1ST.
N. 4TH. ST.
MYRTLE
SPRG.
HEARD
N.
2ND.
21
22
28
27
ORCHARD
DOUGLAS
SCHOOL
WAITE
JOHNSON
BROADWAY
SPRUCE
HOWLAND
LAUREL
PINE
MAPLE
CEDAR
Myrtle
Creek
N. Myrtle
Creek
S. Myrtle
Cr.
PACIFIC HWY.
City Limits
To Canyonville
N

MYRTLE CREEK

Scale 1"=800'


N
House
Store Building

MYRTL

PRELIM
OAK-S
60'
[illegible]
4' [illegible]

House
Store Buil

MYRTLE CREEK

PRELIMINARY ESTIMATE
OAK STREET - 1st to 3RD 0.10 MILE
60' R/W - [illegible] PAVEMENT

[illegible] grading, base rock &
4" Asphaltic Concrete Type B

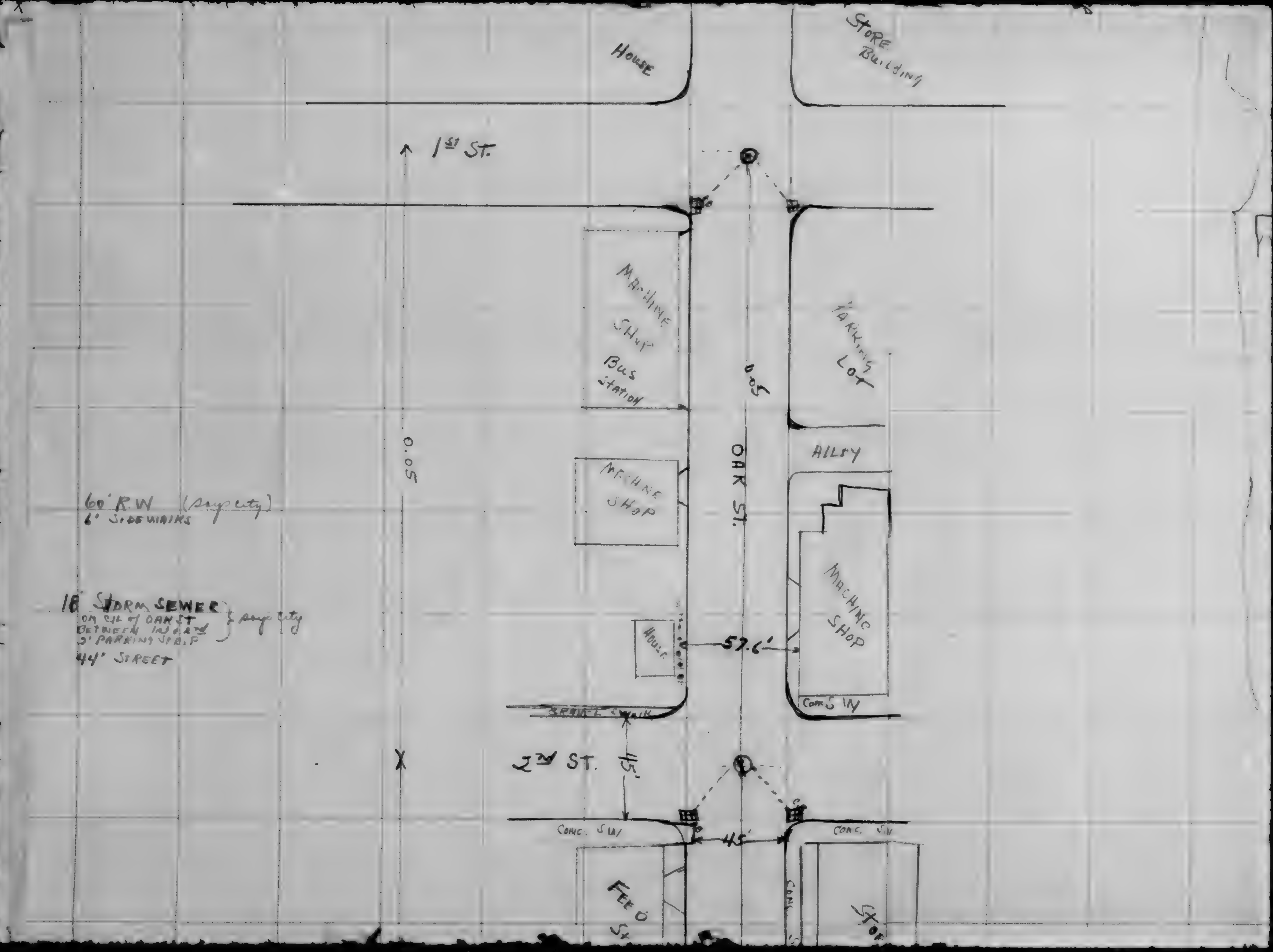
Stumps [illegible]	90 [illegible]	@ 5.00	450.00
[illegible]	[illegible]	1.75	425.00
[illegible]	[illegible]	192	[illegible]
[illegible]	[illegible]	15.	[illegible]
Conc. curb & gutter	65 [illegible]	55.	[illegible]
			5,3[illegible]

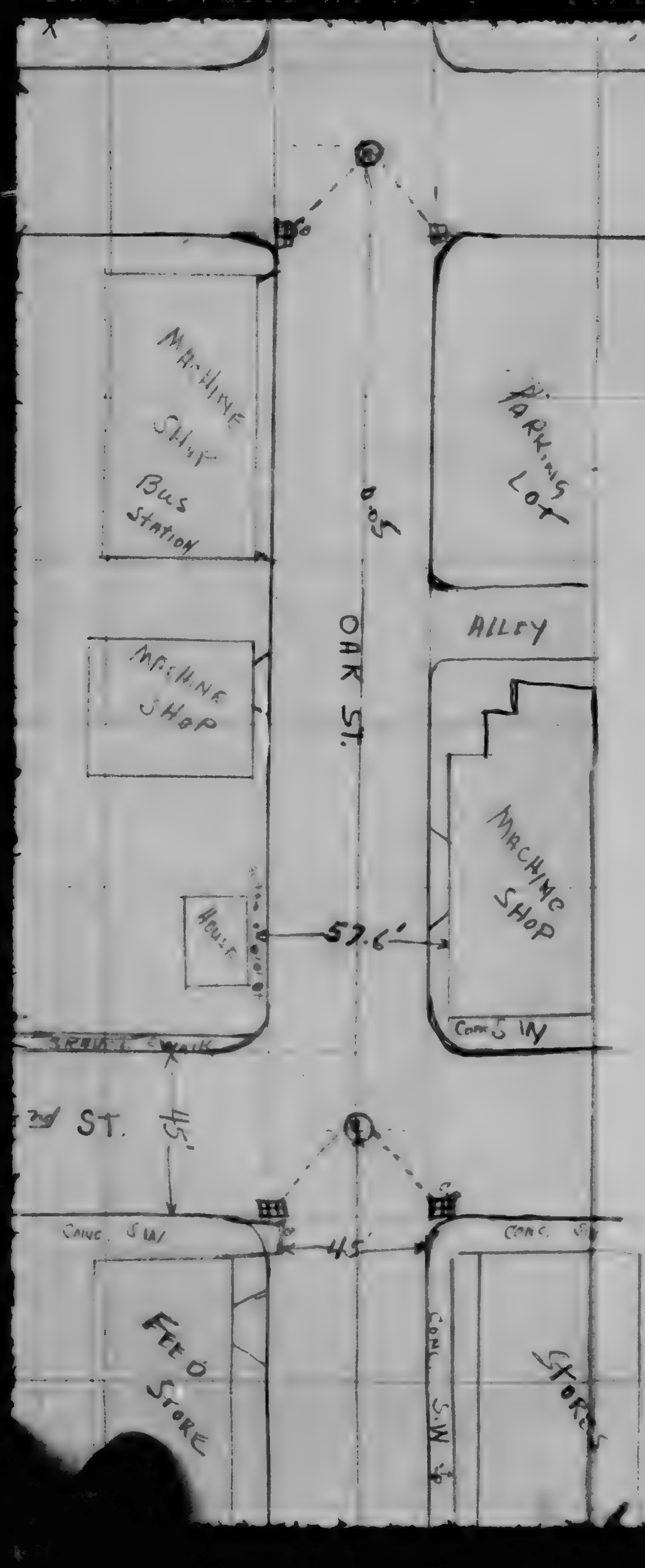
STATE

Common Exc.	700 [illegible]	[illegible]	[illegible]
3" [illegible]	430 [illegible]	2.50	1075.00
3/4" [illegible]	220 [illegible]	[illegible]	500.00
Special [illegible]	90 [illegible]	[illegible]	270.00
[illegible]	[illegible]		200.00
Sand Base [illegible]	624 tons [illegible]		3488.00
			11,723.00

17,132.00
1713
1000.00
19,845.00

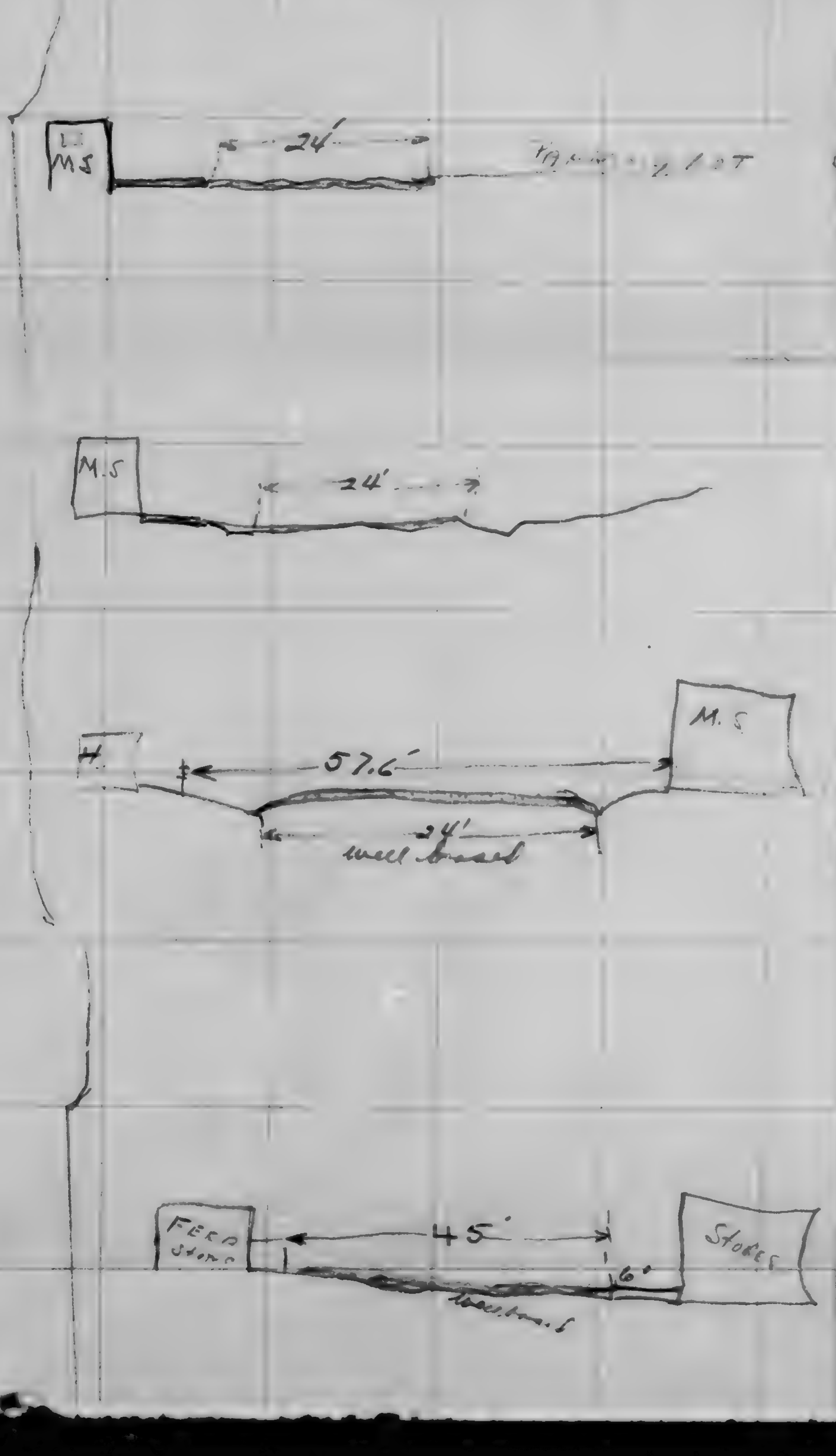
City 5500.
State 14,400
19,900


HOUSE
STORE BUILDING
1st ST.
0.05
MACHINE SHOP
BUS STATION
PARKING LOT
0.05
OAK ST.
ALLEY
MACHINE SHOP
MACHINE SHOP
HOUSE
57.6'
CONC. S IN
GRAVEL WALK
60' R.W (Any city)
6' SIDEWALKS
18" STORM SEWER
ON C/L of OAK ST
BETWEEN 1st & 2nd
3' PARKING STRIP
} Any City
44' STREET
X
2nd ST.
15'
15'
CONC. S/W
CONC. S/W
CONC. S/W
FEED ST
STOR

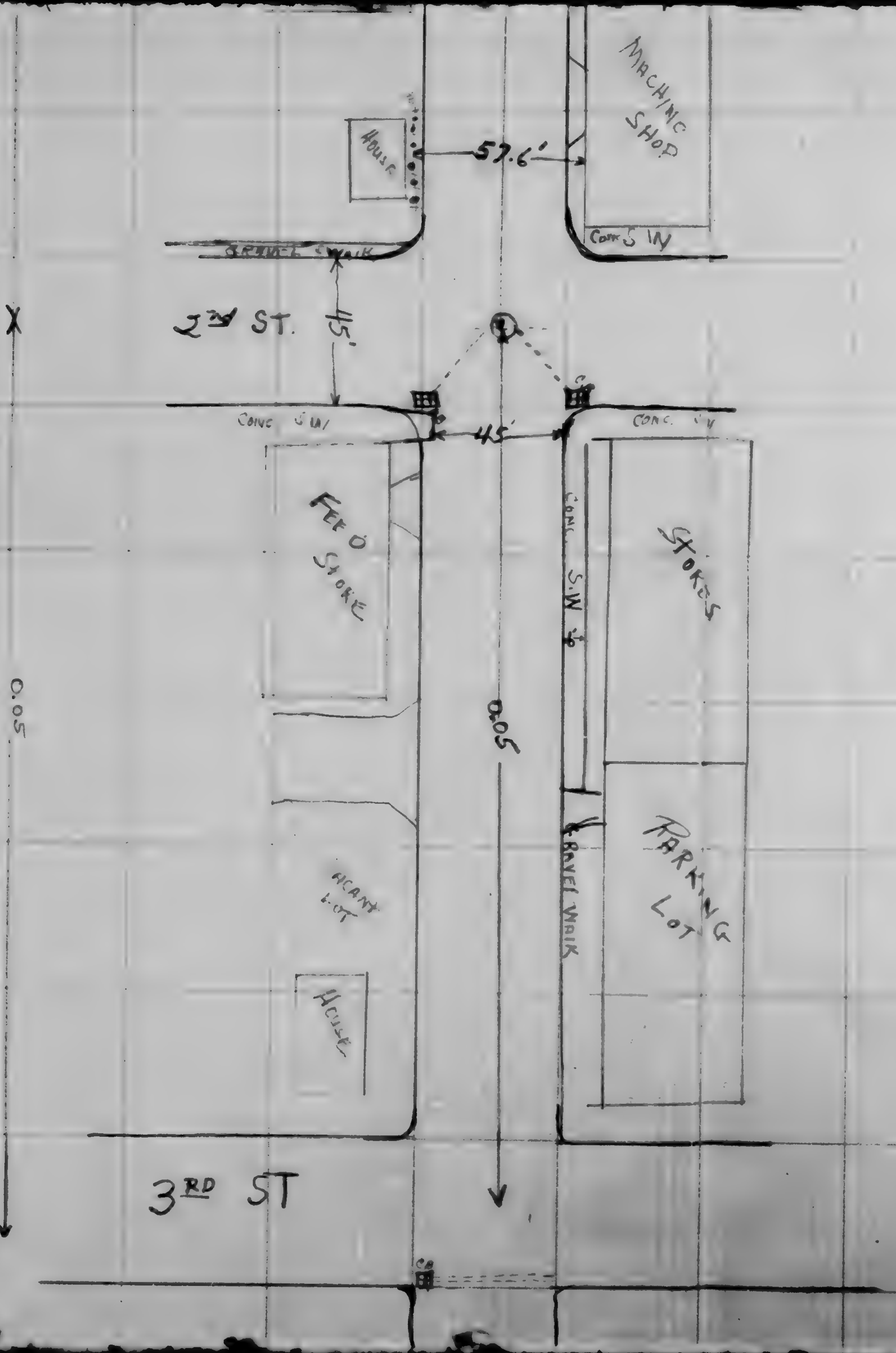

MACHINE SHOP
BUS STATION
PARKING LOT
0.05
OAK ST.
ALLEY
MACHINE SHOP
MACHINE SHOP
HOUSE
57.6'
CONC. S/W
BRICK S/WALK
2nd ST.
45'
CONC. S/W
45'
CONC. S/W
CONC. S/W
FEED STORE
STORES

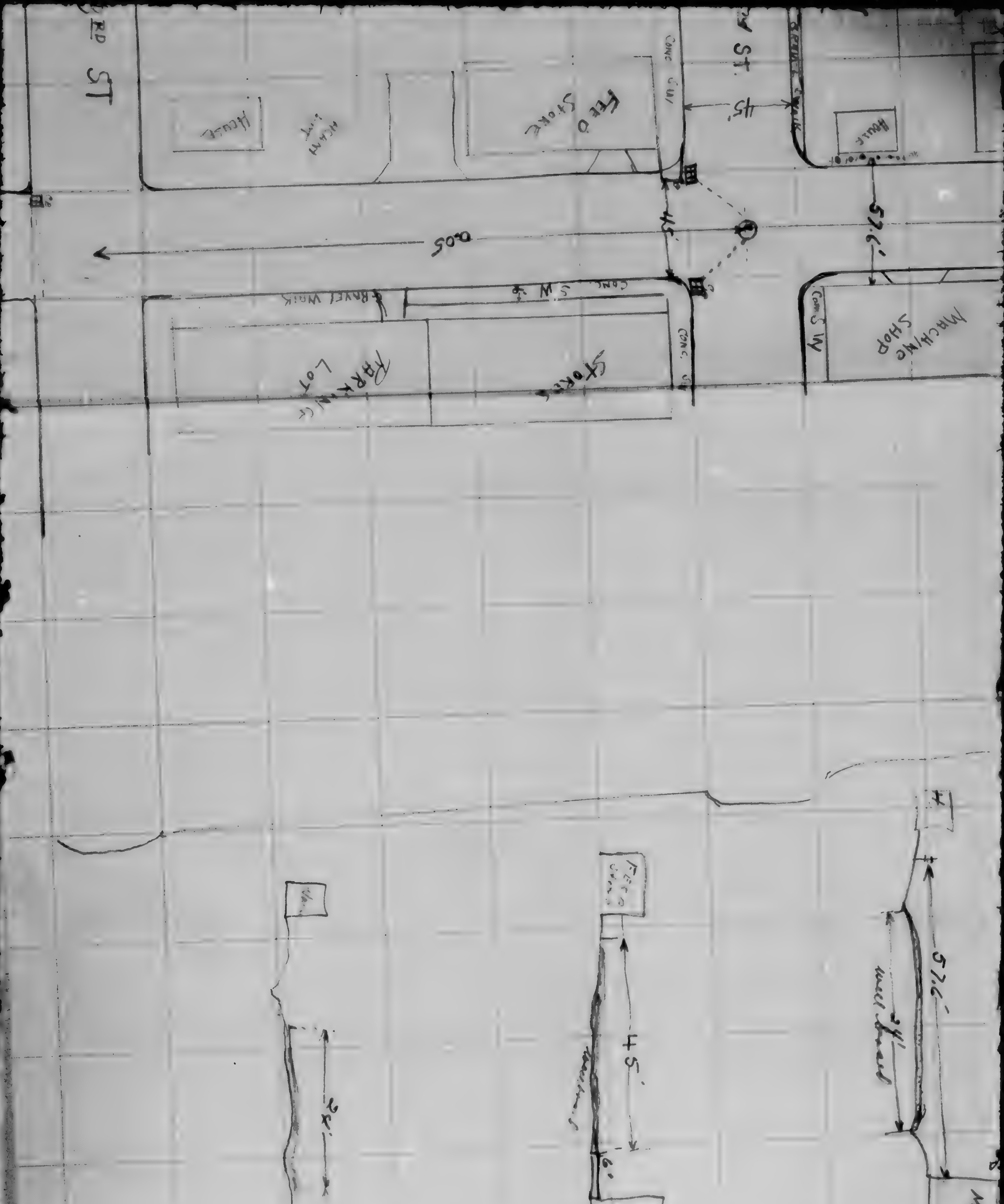
Add 14,400
$19,700

$19,845.01

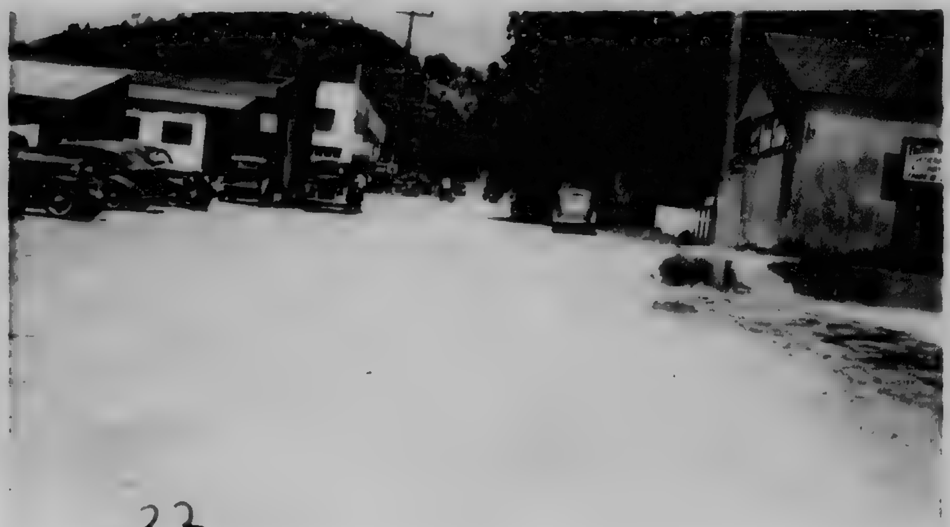

MS
24'
Parking lot
M.S
24'
H.
57.6'
M.S
24'
well based
FEED STORE
45'
6"
STORES
well based

18" STORM SEWER
ON C/L of OAK ST
BETWEEN 1st & 2nd
2' PARKING STRIP
44' STREET
} Any City


MACHINE SHOP
HOUSE
57.6'
CONC S W
GRAVEL WALK
2nd ST.
45'
X
CONC S W
45'
CB
FEED STORE
STORES
CONC S.W
0.05
0.05
VACANT LOT
GRAVEL WALK
PARKING LOT
HOUSE
3RD ST
CB


ST
ST.
HOUSE
VACANT LOT
FEED STORE
CONC. WALK
15'
HOUSE
45'
50.0'
57.6'
GRAVEL WALK
CONC. S.W.
PARKING LOT
STORES
CONC. WALK
MACHINE SHOP
FEED STORE
45'
6'
24'
57.6'
24'
M.S

6-7-49



22

Myrtle Creek 6-7-49
Oak Street from First, looking westerly

Myrtle Creek 6-7-49
Oak Street from First,
looking westerly

Myrtle Creek 1-7-49
Oak Street from 2nd looking
westerly to 3rd

RESOLUTION

5-17-49

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Myrtle Creek is an incorporated city of the State of Oregon, and has a population of 700, as given by the latest official census, and

WHEREAS, the following streets of said city, Oak St. between 1st [illegible] and [illegible] St. beginning at Oak St. running N. as far as said grant will permit

NOTED
Harold C. Ayres

NOTED
J. W. CATTRALL

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: Oak St. between 1st St and 3rd St, and 2nd St. beginning at Oak St. and running NE as far as said grant will permit, are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Myrtle Creek does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 17th day of May, 1949.

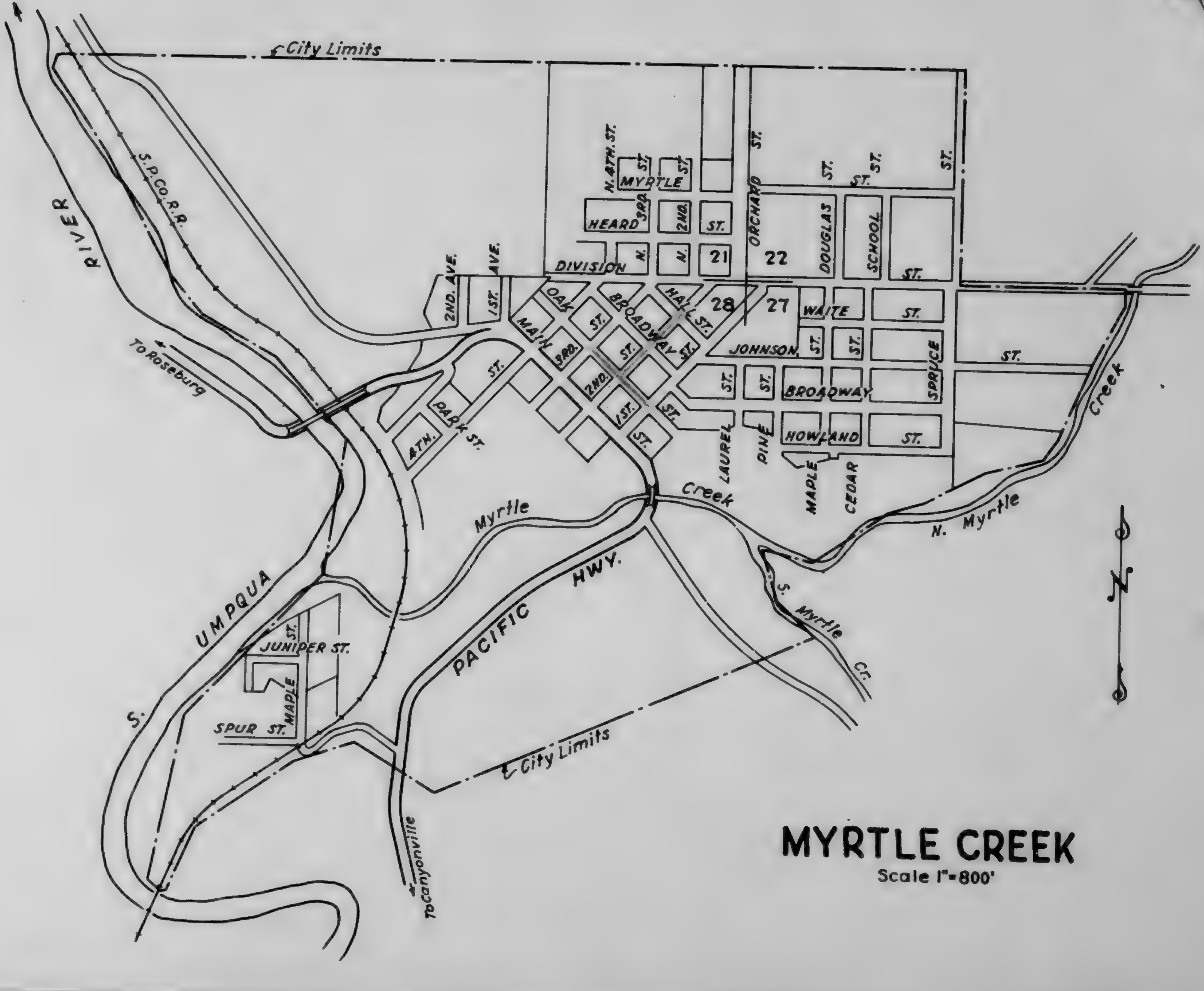
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Myrtle Creek at a regular or special meeting of said council, held on the 17th day of May, 1949, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 18 day of May, 1949.

Harrison Hale
City Recorder



MYRTLE CREEK

Scale 1"=800'

City Limits
N. 4TH. ST.
MYRTLE ST.
3RD. ST.
HEARD
2ND.
ST.
21
22
ORCHARD ST.
DOUGLAS ST.
SCHOOL ST.
ST.
N.
N.
DIVISION
2ND. AVE.
1ST. AVE.
OAK ST.
BROADWAY ST.
HALL ST.
28
27
WAITE ST.
JOHNSON ST.
ST.
ST.
SPRUCE ST.
ST.
MAIN
3RD.
2ND.
ST.
1ST.
ST.
ST.
BROADWAY
HOWLAND ST.
LAUREL ST.
PINE ST.
MAPLE
CEDAR
ST.
PARK ST.
4TH.
Creek
N. Myrtle
Myrtle
Creek
S. Myrtle Cr.
PACIFIC HWY.
City Limits
RIVER
S.P.CO.R.R.
To Roseburg
UMPQUA
S.
JUNIPER ST.
ST.
MAPLE
SPUR ST.
To Canyonville
N

Salem, Oregon
May 13, 1949

Mr. W. C. Williams
OFFICE

In order to clear up the status of the Myrtle Creek project under the $250,000 special fund, I met in Myrtle Creek with the two commissioners of Douglas County, the mayor of Myrtle Creek, several of the city councilmen, and representatives of the Fir Manufacturing Company.

The results of this meeting are as follows: The Fir Manufacturing Company offered to maintain 3rd Street and Division Street from 3rd Street to the east city limits. This offer was accepted by the city. The county will oil that portion of Division Street from Spruce Street to the junction of the two county roads. The city will make an official request cancelling the project on 3rd Street from Main to Division, and Division from 3rd to 2nd. However, they will make an additional request for some other street in Myrtle Creek. Attached is a map of the city that will explain and clarify the situation.

Enclosed for your signature is a letter to Mr. L. J. Sanders, Mayor of Myrtle Creek, forwarding two copies of a resolution on which application will be made for a project on another street in Myrtle Creek.

John W. Cattrall
Acting Engineer,
County and City Relations

NOTED
Harold C. Ayres

JWC:MM
Encl.

NOTED
JOHN W. CATTRALL

FORM E-230 2M 6-46

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
K. D. LYTLE, DIVISION ENGINEER
ROSEBURG, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 6, 1949

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
MAY 9 1949
ENGINEER
COUNTY & CITY RELATIONS

Mr. Robert A. Jones, Recorder
Town of Myrtle Creek,
Myrtle Creek, Oregon.

Dear Sir:

In reply to your letter of May 4, I wish to advise that the paving of Third Street in the Town of Myrtle Creek is held in abeyance because of the overloads on this street.

There is an agreement between the Douglas County Court and the Fir Manufacturing Company permitting overloads on the county road which is an extension of Third Street. These loads are being hauled over Third Street. It would seem inadvisable for the Highway Department to improve a street upon which illegal loads are permitted.

Neither the County Court or the Fir Manufacturing Company seem anxious to abandon this agreement. So it would be hard to say when this contract will be let or if is going to be let.

For further information on this project I would advise you to contact Mr. John W. Cattrall, County and City Relations Engineer, State Highway Department, Salem, Oregon.

Very truly yours,

K. D. Lytle
Division Engineer

Raymon Asburry
by Raymon Asburry
Div. Office Eng'r.

CC: John W. Catrall

[illegible]

NOTED
Harold C. Ayers

250,000 (49)

Myrtle Creek

12-3-48

Preliminary Estimate

0.221 miles 1170 lin feet 22' wide 5" A.C.

Preparation of base			$500.00
2" Leveling Course 45 tons of A.C. patch	@ $12.00		540.00
[illegible] 80 Cu yds base rock	@ $3.50		280.00
A.C.			
25740 sq ft × .03040 + 10% =	861 ton	12.00	10332.00
Plus Intersection of [illegible]	191 ton	12.00	2292.00
			13,944.00
Eng 10%			1,394
			15,338.00
Prelim Eng			250
			$15,588.00

(City to widen on Division
between 2nd & 3rd
To Grade & shape all.
To base on Division and at Oak)

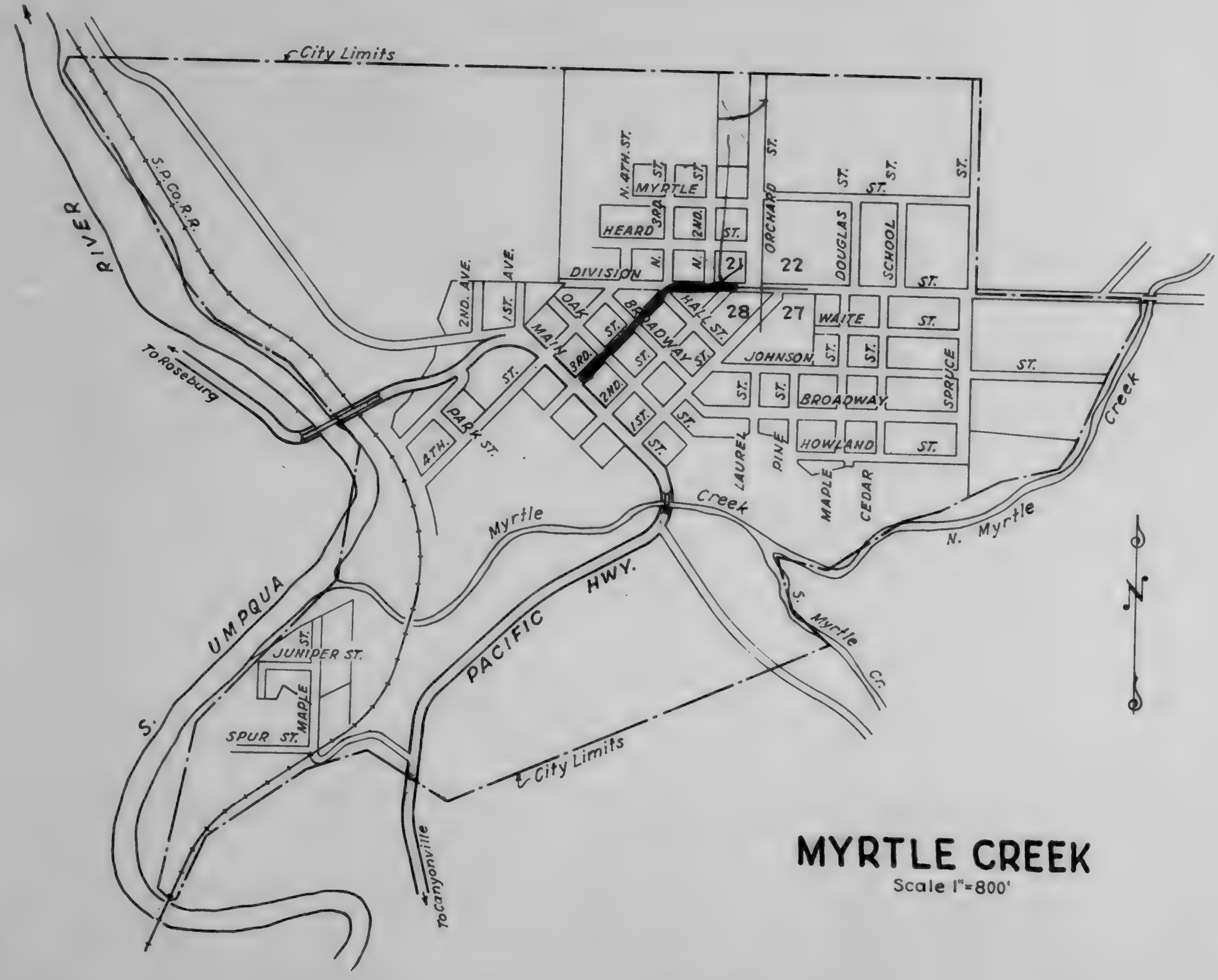
H.C.A.

[illegible]
Also Base.

[illegible] complete [illegible]
of [illegible] provide to
[illegible]

1-4-48

Roy [illegible] said he still thought [illegible]
[illegible] the city [illegible] the street for
the paving [illegible]
council [illegible] not [illegible]


City Limits
RIVER
S.P.CO.R.R.
To Roseburg
UMPQUA
S.
2ND. AVE.
1ST. AVE.
DIVISION
N. 4TH. ST.
MYRTLE
ST.
HEARD
3RD.
2ND.
N.
N.
ST.
21
ORCHARD
ST.
22
DOUGLAS
ST.
SCHOOL
ST.
ST.
ST.
OAK
MAIN
BROADWAY
ST.
3RD.
ST.
HALL ST.
28
27
WAITE
ST.
JOHNSON
ST.
ST.
SPRUCE
ST.
2ND.
ST.
ST.
ST.
ST.
BROADWAY
4TH.
PARK ST.
ST.
1ST.
ST.
ST.
LAUREL
PINE
HOWLAND
ST.
MAPLE
CEDAR
Creek
Myrtle
N. Myrtle
Creek
PACIFIC
HWY.
S. Myrtle
Cr.
JUNIPER ST.
ST.
MAPLE
SPUR ST.
City Limits
To Canyonville
N

MYRTLE CREEK

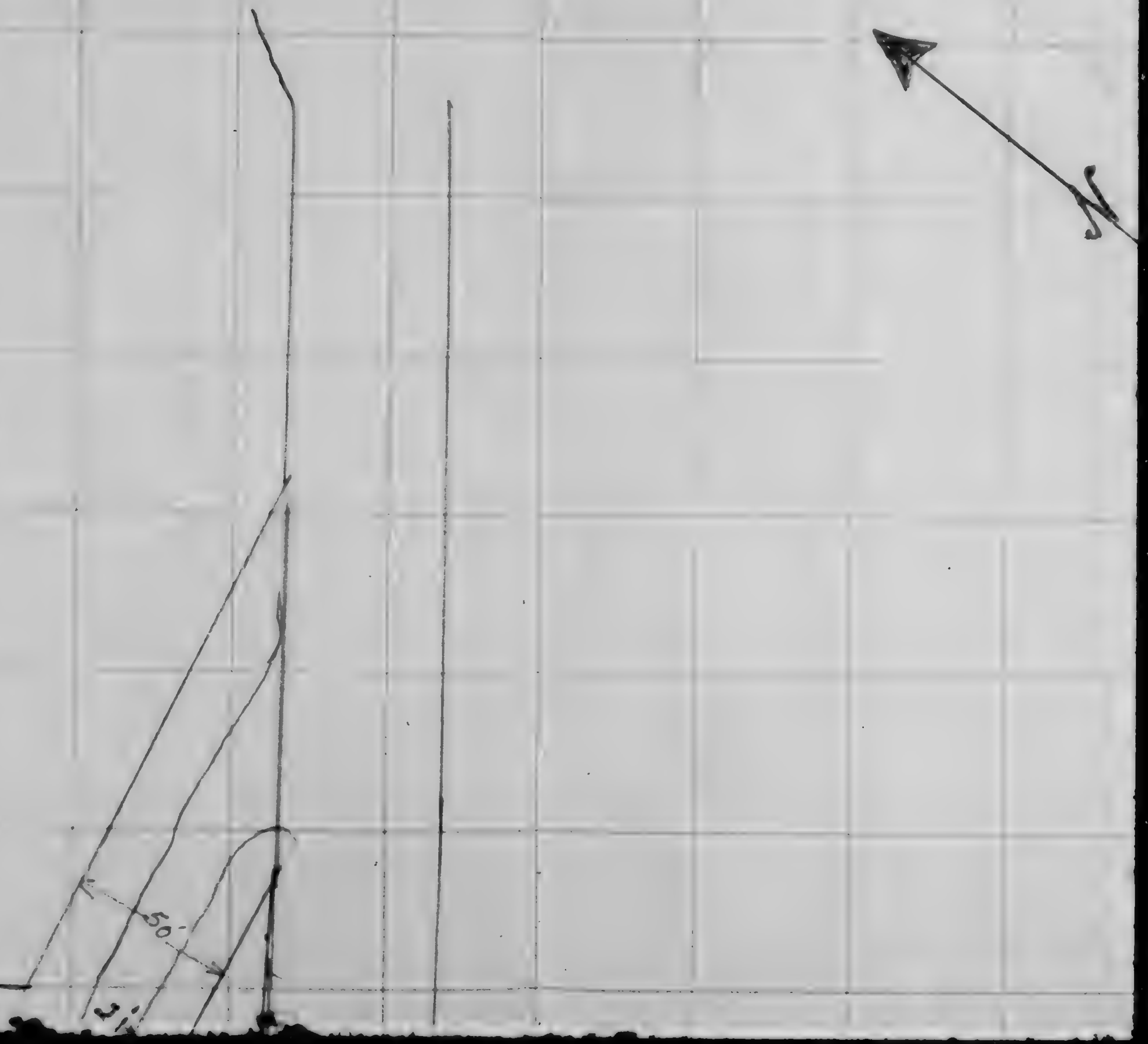
Scale 1"=800'

MYRTLE CREEK

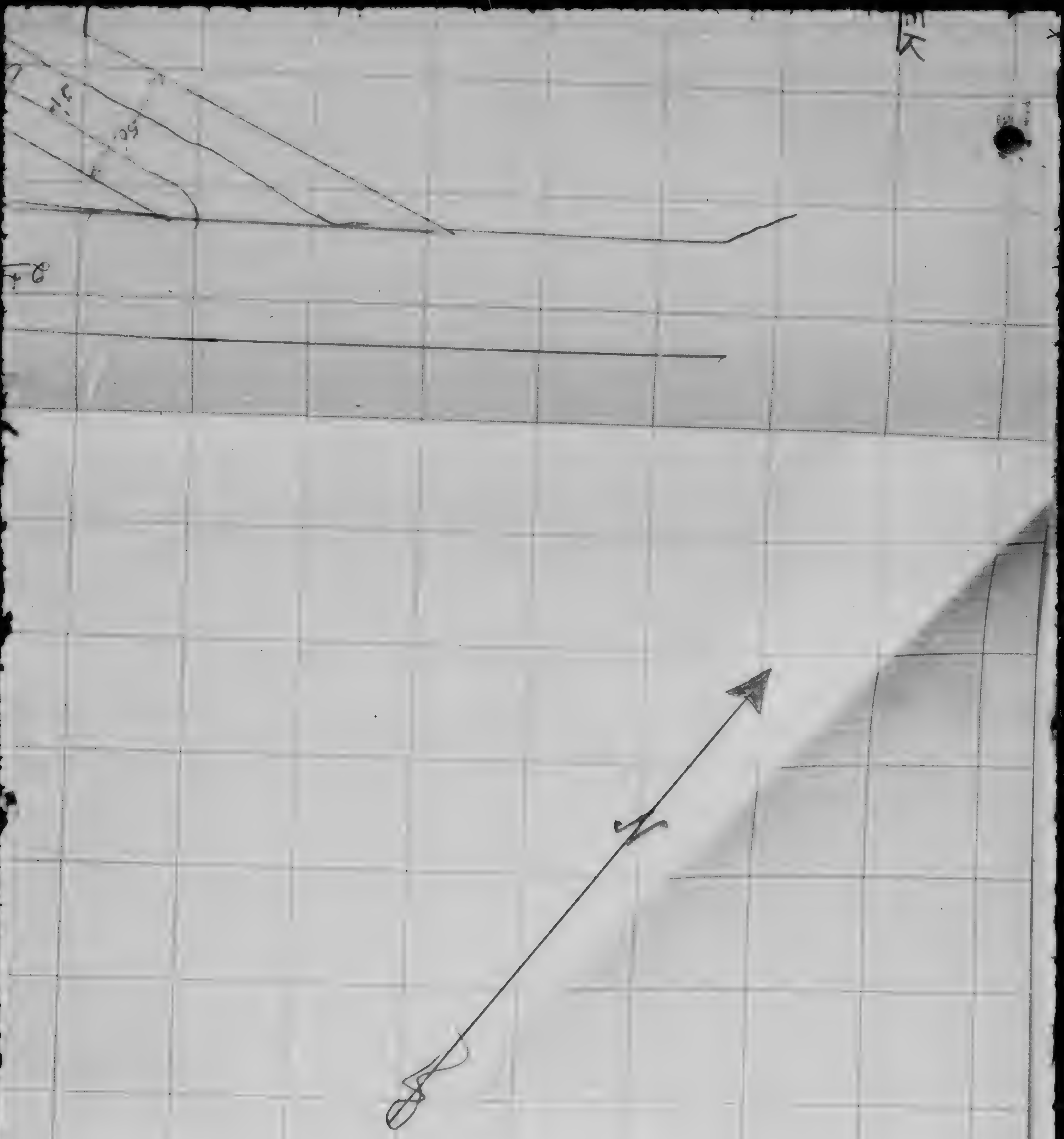
R/W- 50'
Roadway 22'
Surface has been light oiled
Base good except on Division
surface broken
Very heavy log haul
Left drainage at Oak St.

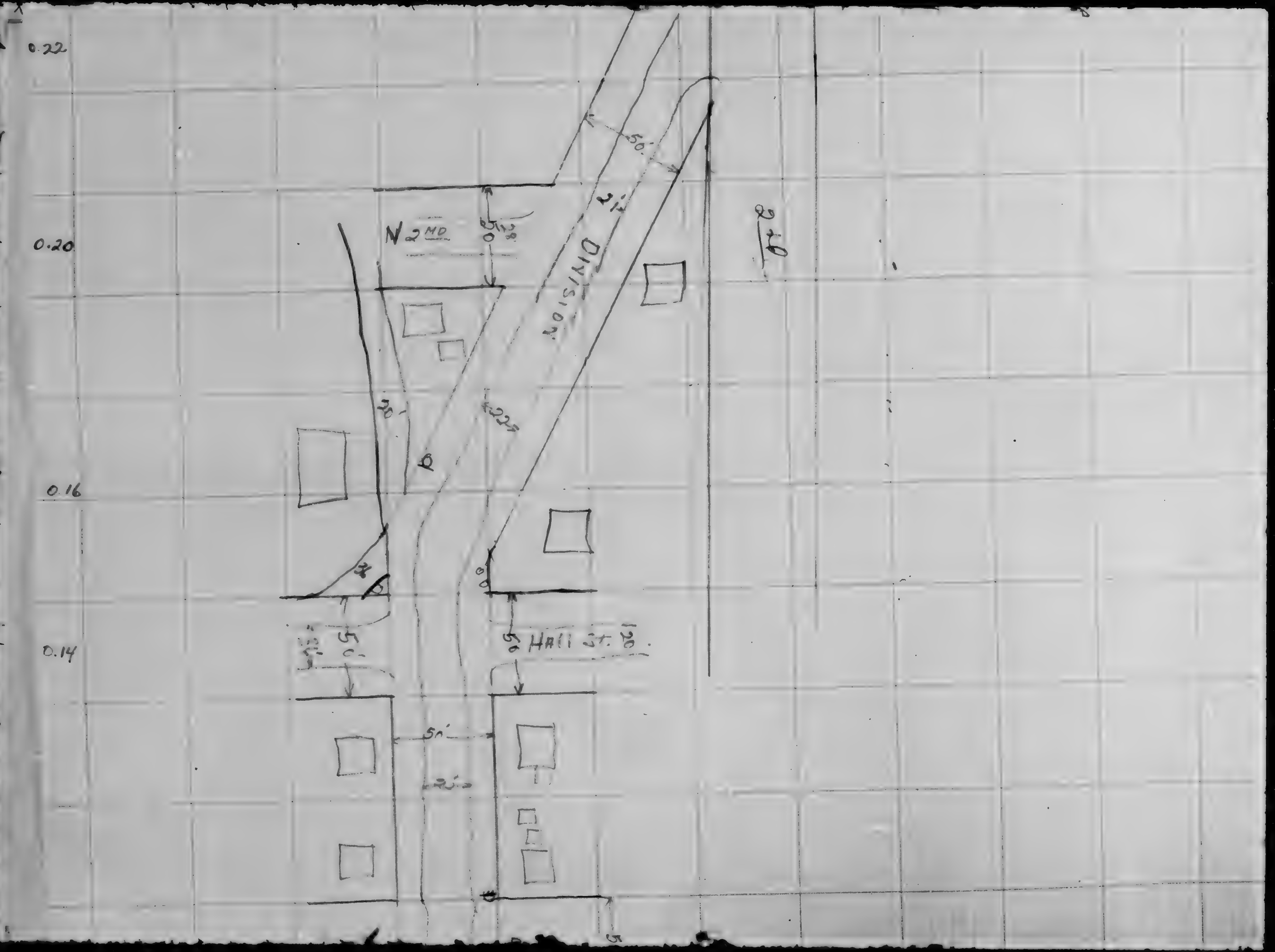
Try to widen on Division
between 2nd & 3rd
in order to [illegible] of
[illegible] at least 5" [illegible]
[illegible] at Oak
intersection.

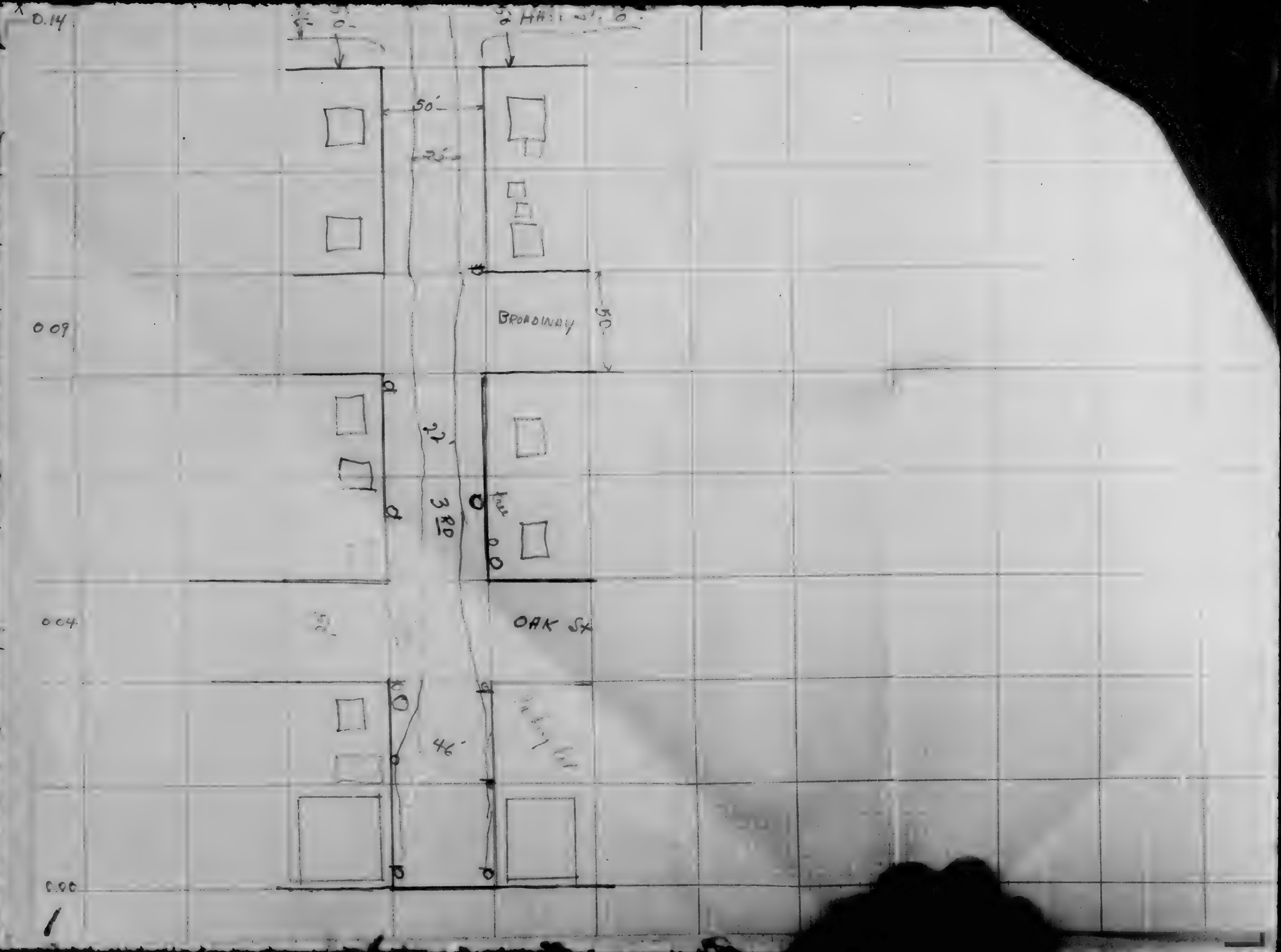
Provide drainage
where required

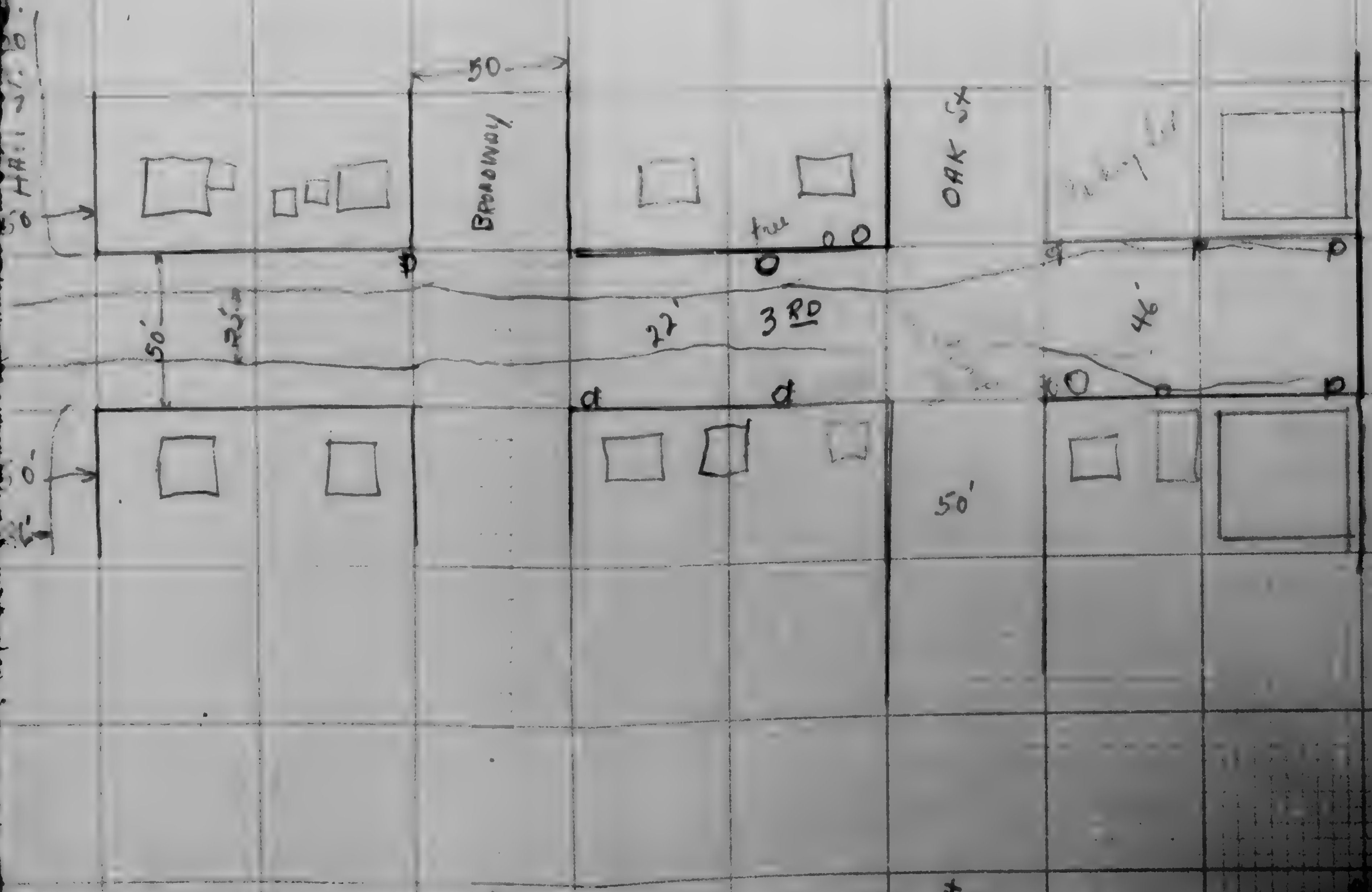


0.22


50
N


0.22
0.20
0.16
0.14
N 2ND
60'
DIVISION
21'
50'
20'
22'
56
56
Hall St.
50'
21'
2+0


0.14
0 09
0.04
0.00
50'
25'
BROADWAY
50'
27'
3RD
OAK ST
46'


HALL ST.
50'
50'
BROADWAY
OAK ST
3 RD
27'
46'
25'
50'
tree
50'
0.14
0.09
0.04

COUNCIL MEETS FIRST TUESDAY OF EACH MONTH

MUNICIPAL OWNED WATER DEPARTMENT

TOWN OF MYRTLE CREEK

MYRTLE CREEK, OREGON

November 10,1948.

Mr. H. C. Ayers
Assistant Engineer,
State Highway Commission,
Salem,Oregon.

Dear Sir:

This letter will confirm that the Town Council of Myrtle Creek, Oregon, authorized the cancelation of a previous resolution sent to you under date of August 3,1948, pertaining to the reconditioning of streets in the above town.

I have also inclosed all three copies of the resolution passed by the Town Council on the 9th day of November,1948.

Yours truly,

X A. R. Rutledge
Town Recorder

NOTED
FORREST COOPER

NOTED
Harold C. Ayers

RECEIVED
NOV 15 1948
ENGINEER
COUNTY & CITY RELATIONS

RESOLUTION

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

Cancelled
See letter Jan 21, 1949

and

WHEREAS, the City of Myrtle Creek is an incorporated city of the State of Oregon, and has a population of 741, as given by the latest official census, and

WHEREAS, the following streets of said city, 3rd Street to Division thence East on Division to the City Limits

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: 3rd Street from Main to Division thence East on Division to the City Limits, are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Myrtle Creek does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 9th day of November, 1948.

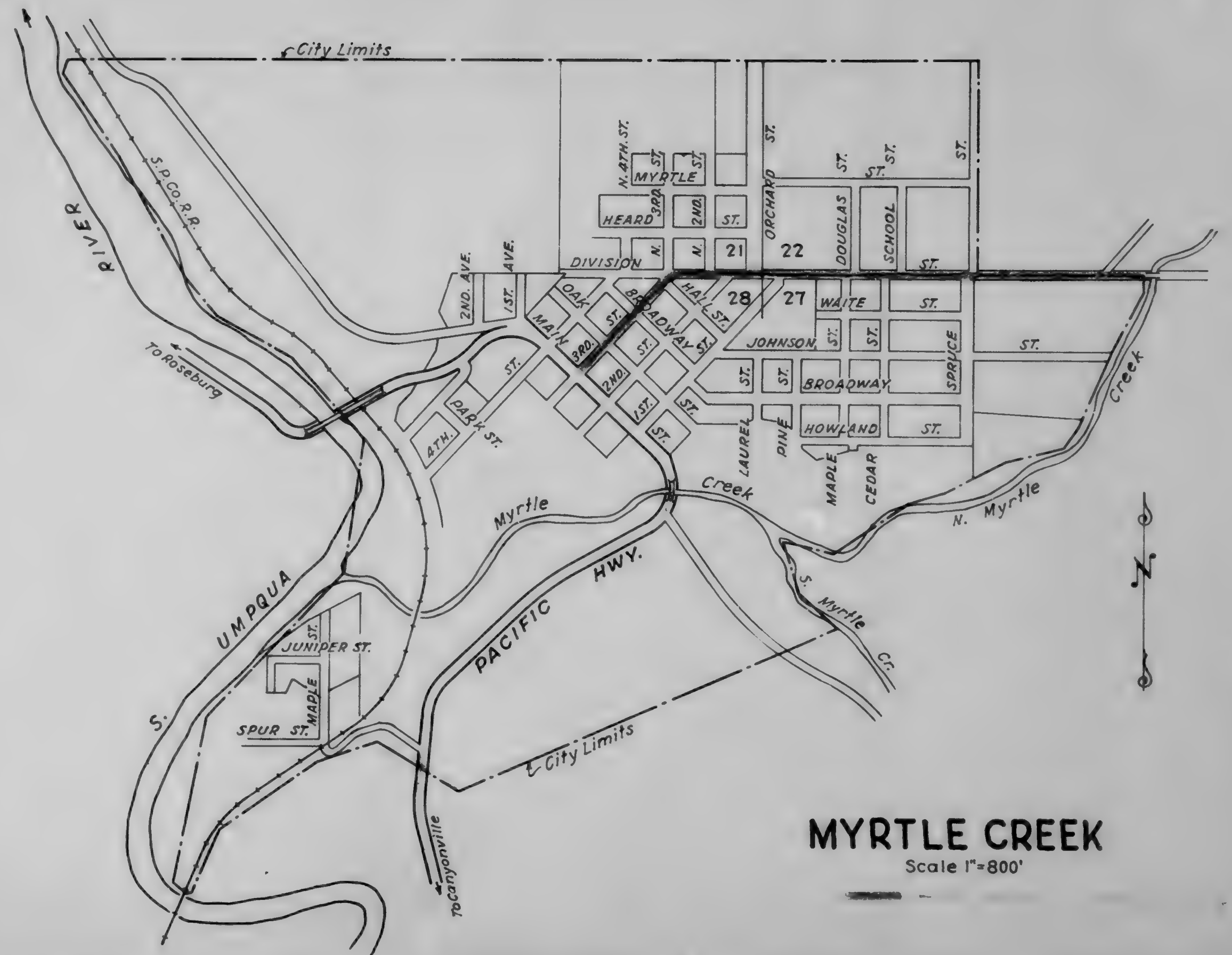
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Myrtle Creek at a regular or special meeting of said council, held on the 9th day of November, 1948 and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 9th day of November, 1948

A. R. Rutledge
City Recorder



MYRTLE CREEK

Scale 1"=800'

City Limits
S.P.Co.R.R.
RIVER
To Roseburg
N. 4TH. ST.
MYRTLE
ST.
HEARD
3RD.
2ND.
N.
21
22
28
27
ORCHARD ST.
DOUGLAS ST.
SCHOOL ST.
DIVISION
2ND. AVE.
1ST. AVE.
OAK
MAIN
BROADWAY
HALL ST.
WAITE ST.
JOHNSON
SPRUCE
BROADWAY
HOWLAND
LAUREL
PINE
MAPLE
CEDAR
PARK ST.
4TH.
1ST.
Creek
Myrtle
N. Myrtle
S. Myrtle Cr.
PACIFIC HWY.
S. UMPQUA
JUNIPER ST.
MAPLE
SPUR ST.
City Limits
To Canyonville
N

Myrtle Creek
$250,000 Fund
(1949)

FORM 5-126X 10M 8-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 2, 1948

Mr. Ray A. Norton, Jr.
Street and Water Superintendent
Myrtle Creek, Oregon

Dear Sir:

This will acknowledge receipt of your letter of July 1, 1948, to which was attached the 1947 State Tax Street Fund Resolutions.

I have changed the population on the resolutions to read 714, as indicated by the official count completed by the Secretary of State on February 7, 1946. Also, I have filled in the amount received by the city in 1947 ($1,432.01), which space had been left blank.

On page 2, the following statement, "....Also maintenance work on Oak and Broadway to Spruce Street and work and gravel on Maple and Spruce" has been changed to read, "....Also maintenance work on Oak and Broadway to Spruce Street and work and gravel on Maple and Spur." It is my opinion that Spur Street was intended instead of Spruce, as Spur is marked on the map. It would be appreciated if you would advise, by return mail, whether or not this was the city's intention.

Under separate cover, I am sending you the resolutions for 1948 expenditures, and will be pleased if you will complete them as early as possible and return.

In reference to the 1948 $250,000 allotment to cities and towns for emergency purposes, I wish to say that this fund is entirely allotted for this year. However, I am attaching three copies of a resolution for use in applying for a portion of that fund for 1949. When this resolution is received, it will be placed on file and consideration given in the disposition of the 1949 fund. This money, however, must be spent by the State Highway Commission either by state forces or under contract. One copy of the resolution may be retained for the city's records, and the other two copies should be returned to me.

NOTED
C. H. ARMSTRONG

Very truly yours,

NOTED
Harold C. [illegible]

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

CHA:me
Encl.

Yellow copy filed
[illegible] Myrtle Creek
State Tax St. Fund
(1947)

25-4206 Heppner Junction-Jordan Ione 1950
Sections on the Heppner Hwy. and
on "H" & Main Streets in the City of
#3343 Ione

25-4206 Heppner Junction-Jordan Ione 1950
Sections on the Heppner Hwy. and
on "H" & Main Streets in the City of
#3342 Ione

RECEIVED
FOR FILING
25-4206
5

R. H. Baldock

April 17th, 1951

FINAL COST ANALYSIS
Heppner Jct.-Jordan & Ione
Oil Mat Surfacing

Contract #3343
Contractor - J. C. Compton Co.

Prefix 25-4206
Resident Engineer - J. H. Walker

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Project "A"						
Preparation of Base	31.96	Mile	$25.00	$13.66	$ 436.68	$ 799.00
Placing Aggregate	4,935	Cu. Yd.	0.90	0.89	4,382.95	4,441.50
Hauling "	11,405	Yd. Mi.	0.15	0.15	1,708.70	1,710.75
Furnish & Place 200-300 Asphalt	425.98	Ton	35.00	31.40	13,373.80	14,909.30
					$19,902.13	$21,860.55
Project "B" Ione (H & Main St.)						
Hauling & Placing 1¼"-0" Rock in Base	1,240	Cu. Yd.	0.95	1.04	1,285.50	1,178.00
Sprinkling	60	M/Gal.	2.00	2.00	120.71	120.00
Preparation of Base	0.85	Mile	300.00	293.66	250.42	255.00
Placing Aggregate	745	Cu. Yd.	1.00	1.05	783.05	745.00
Hauling "	1,702.5	Yd. Mi.	0.20	0.20	335.33	340.50
Furnish & Place 200-300 Asphalt	57.72	Ton	35.00	32.73	1,889.12	2,020.20
					$4,664.13	$4,658.70
Total Amount of Bid (Projects "A" & "B")					$24,566.26	$26,519.25

Gross Revenue	$26,519.25
Total Cost	24,566.26
Net Profit	$ 1,952.99

Net Profit Equals 7.3% of Gross Revenue

Heppner Jct.-Jordan & Ione
Contract #3343

Detail of Cost

Labor:			
Supervision		$150.00	
Labor		5,836.42	
Labor Insurance		323.26	
			$6,309.68
Materials:			
200-300 Penetration Asphalt	483.70 Tons at $20.00	$9,674.00	
Freight	483.70 " " 5.60	2,718.39	
			12,392.39
Equipment Rentals & Misc. Supplies:			
Equipment Rental, Owned		$3,013.71	
" " , Hired		200.00	
Gas, Oil & Grease		1,215.05	
Bond		136.92	
P.U.C.		21.06	
Home Office & Overhead		795.57	
Misc. Supplies & Repairs		375.80	
P.L. & P.D. Insurance		106.08	
			5,864.19
Total Cost			$24,566.26

Heppner Jct.-Jordan & Ione
Contract #3343

Remarks:

Project "A" was a State Project for the reoiling of 31.76 miles with an 0-30 oil mat surfacing. Project "B" was a City Project for preparation of base, placing base rock and placing an 0-11 oil mat wearing surface. These projects were bid and awarded May 26th, 1950. Work started July 18th, 1950, and was completed July 31st, 1950.

Asphalt for the projects was shipped by tank cars to Heppner Jct. and Ione from Portland, Oregon. It was reheated and then transported to the job by four 1,950-gallon transports and spread with a 2,000-gallon distributor. The aggregate was picked up with a ½ cu. yd. shovel out of state stockpiles, hauled in seven 6 cu. yd. trucks and placed on the road. Three blades and two rollers were used on the street work.

The contractor had good equipment and supervision and made excellent progress, but the bid prices were low and only a small profit was realized.

E. H. Clymer
Cost Analyst

By . . George Kayser

/ RECEIVED
SEP 15 1950
FOR FILING

25-4206

OREGON STATE HIGHWAY COMMISSION
(date)
September 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3343	2-final	J. C. Compton Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14848	382284	$ 795.58	Sep. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

[illegible] ON CARD

Warrant Mailed: SEP [illegible] 1950

OREGON STATE HIGHWAY COMMISSION
(date)
September 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3343	2-final	J. C. Compton Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14848	382284	$ 795.58	Sep. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Aug. 31, 1950

Time Extensions: None required

Completion Date: July 31, 1950

Date Accepted: Aug. 21, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 9-12-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FOR FILING

25-42nb

3343

August 29, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3343, for surfacing on the Heppner Junction-Jordan and Ione Sections of the Heppner Highway and "H" and Main Streets in Ione, Morrow and Gilliam Counties, has been completed by the contractor, J. C. Compton Co., and that final payment in the amount of $795.58 will be made on or after September 8, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $26,519.25, and that no force account work was performed on the project. This contract was completed on July 31 and accepted by the Commission on August 21, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD
8-29-50 gl

RECEIVED
AUG 21 1950
FOR FILING

25-4206

5345

August 18, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to J. C. Compton Co., on contract No. 3343, for surfacing on the Heppner Junction-Jordan and Ione Sections of the Heppner Highway and "H" & Main Streets in Ione, Morrow and Gilliam Counties. This payment, in the amount of $25,723.65, will be made on or after August 28, 1950.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 4, 19 50

Section Heppner Junction - Jordan & Ione

Kind of work Oil Mat Surfacing

Highway Heppner and City Street

Section prefix 25-4206

Contractor J.C. Compton Co.

Contract number 3343

Date of Contract May 26, 1950, 19

Date of completion Aug. 31, 19 50

Date work started , 19

~~Estimated~~ date of completion Aug. 1, 19 50

Amount of contract $27,385.00

Per cent of time elapsed 68 %

Estimated cost of completed project, exclusive of engineering $26,510.25

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $1,700.00, %

Date project was completed Aug. 1, 19 50

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed this project Aug. 1, 1950

Final estimate is prepared and will be sent into the Division Headquarters the first of the next week.

Signed John H. Walden

Address Boardman, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				32.81	
Miles partially completed				32.81	
Miles completed				32.81	
Total estimated quantities				510 Tons Asph 7260 C.Y. Aggr	
Estimated quantities moved or placed to date				483.7 Tons Asph 5920 C.Y. Aggr.	
Average daily quantities				-	
Average daily quantities necessary to complete project on time				-	
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				1	

Percentages of men employed on contract to be secured from:

..........County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels.........., Power graders 1, Rollers.........., Mixers.........., Crushing or screening plants..........

Compressors.........., Bulldozers.........., Sheep-foot rollers.........., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
[illegible]
OFFICE OF
CONSTRUCTION ENGINEER

Form E-1—5M—4-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 21, 1950

Section Heppner Jct. - Jordan and Ione

Kind of work Oil Mat Surfacing

Highway Heppner and City Street

Section prefix 25-4206

Contractor J.C. Compton

Contract number 3343

Date of contract May 26, 1950

Date of completion Aug. 31, 1950

Date work started July 18, 1950

Estimated date of completion July 28, 1950

Amount of contract . . . . $ 27,385.00

Per cent of time elapsed 57 %

Estimated cost of completed project, exclusive of engineering . . . . $ 27,385.00

Per cent of contract completed, based on total contract price . . . . 46 %

Engineering cost to date, $ 750.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor moved into the job on tuesday of this week and did a little preparation that day. He started to oil wednesday. By friday night there was 17.5 miles of the 0-30 layed from Heppner Junction toward Ione. This was completed except for some of the dusting. Contractor should complete this project the later part of next week.

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

Signed Resident Engineer

Address Boardman, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				32.61	
Miles partially completed				17.5	
Miles completed				5	
Total estimated quantities				510 Tons Asph 7260 CY Aggr.	
Estimated quantities moved or placed to date				229 Tons Asph 2425 CY Aggr	
Average daily quantities				76.3 Tons Asph 808 C.Y. Aggr.	
Average daily quantities necessary to complete project on time				6.9 Tons Asph 118 C.Y. Aggr	
Number shifts per day				1	
Hours per shift				9	
Average force on project for week				25	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., 7 Trucks, 1 Scoopmobile, 4 Tenders, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Hot (Cloudy in PM)		
Wednesday	Slightly cloudy Hot		
Thursday	Clear & Hot		
Friday	Clear & Hot		
Saturday			

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[illegible]
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUN 21 1950
FOR FILING

25-4206

3343

file

June 20, 1950

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

Your contracts Nos. 3343 and 3346 for work on the Heppner Junction-Jordan and Ione Sections in Gilliam and Morrow counties and the Cave Junction-California State Line Section in Josephine County have been received in this office fully executed. We are, therefore, returning your certified checks Nos. 5697 in the amount of $1,500 and 5703 in the amount of $13,500, which you submitted with your porposals May 26, 1950.

We are also returning your certified check No. 5701 in the amount of $1,500 which you submitted with your proposal for work on the Division No. 1-A Reoiling Project on the Sunset and Nehalem highways in Washington County, received in Portland on May 25, 1950. Contract No. 3337 with Harr & Horton has now been fully executed as to bond, therefore your deposit as second low bidder is being returned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

COPY

RECEIVED
[illegible] 1950
FOR FILING

25-4206

3343

June 16, 1950

J. C. Compton Co.
Box 86
McMinnville, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of each of the contracts awarded to you by the State Highway Commission on May 26, 1950, as follows:

Contract No. 3343, covering Oil Mat Surfacing on the Heppner Jct.-Jordan and Ione Sections of the Heppner Highway in Morrow and Gilliam Counties.

Contract No. 3340, covering Grading and Paving on the Cave Junction - California State Line Section of the Redwood Highway in Josephine County.

These copies are for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:AMC
Enc.

Recorded [illegible]

RECEIVED
MAY 31 1950
FOR FILING

May 31, 1950

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on May 26, 1950 awarded you the contract for oiling the Heppner Junction-Jordan and Ione Sections on the Heppner Highway and on "H" and Main Streets in the city of Ione. This award was based on your low bid of $27,385.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

RECEIVED
MAY 31 1950
FOR FILING

25-4206

3343

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25, 1950

SUBJECT:

To:
Mr. S. H. Probert
Office Engineer

Mr. E. F. Chidsey
Division Engineer

L

Attached is an unexecuted copy of an agreement with the City of Ione for the improvement of "H" and Main Streets from the $250,000 city allotment fund.

The distribution of copies of this agreement is as follows:

Secretary of Highway Commission	1
City of Ione	1
County and City Relations	1
Division No. 5	1
Office Engineer	1

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

RHP:[illegible]
Att.

cc: Mr. L. H. Warfield ✓

RECEIVED
MAY 24 1950
FOR FILING

Ione

May 24, 1950

George N. Ely, City Recorder
City Hall
Ione, Oregon

Dear Sir:

We are enclosing herewith, for the records and files of your city a fully executed copy of an agreement between the State Highway Commission and the City of Ione, covering the Special City Allotment for the improvement of "H" Street from Main Street to the Heppner State Highway; Main Street from west city limits to "H" Street.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

$250,000 Fund
(1949)

IONE

PROPOSED PROJECT

"H" Street from Main Street to Heppner Highway

Main Street from "H" Street to westerly city limits

(0.82 miles)

Suggested improvement to consist of the placing of base leveling course and shoulders on a portion of project (the portion through business block being in good condition) and the construction of 0-11 oil mat wearing surface 22' in width.

The City desires to have Main Street between Willows Street and Cherry Street oiled full 42' width between curbs and is willing to pay for this extra cost which is presently estimated at $1,200, the total estimated cost of project being $12,000.

$250,000 Fund
(1949)

IONE

PRELIMINARY ESTIMATE

"H" Street from Main Street to Heppner Highway

Main Street from "H" Street to westerly city limits

(0.82 miles)

Place base leveling course and 0-11 oil mat wearing surface 22' in width

Item	Quantity	Unit Price	Total
Leveling course & shoulders	600 c.y.	$ 4.00	$ 2,400.00
Preparation of base	(all)	- --	940.00
Oil rock	644 c.y.	6.25	4,025.00
Bituminous cement	60 tons	50.00	3,000.00
Estimated cost of construction			$10,365.00
Plus 10% engineering & contingencies			1,036.00
Estimated preliminary engineering			500.00
			$11,901.00

City	$ 1,200.00
State	$10,800.00
	$12,000.00

FORM E-30 25M 8-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
July 12, 1949

SUBJECT:

To:

Mr. John W. Cattrall
Acting County & City Relations Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Cattrall:

There is a project set up under the $250,000 Special State Tax Street Fund in the Town of Ione calling for a leveling course and a bituminous surfacing over "H" Street from Main Street to the Heppner Highway and over Main Street from "H" Street to the westerly city limits.

This job calls for approximately 1244 cubic yards of crushed rock. There is no crushed rock available in this vicinity either in State or County stockpiles and in order to construct this project the necessary aggregates must be crushed. It would be impracticable to award a crushing job for so small amount of material, however, we are planning on a rock production job in this vicinity for next year, and I recommend that this project be deferred until next year. It may be possible to award the contract for the rock production project before the first of the year but it will be impossible to do the oiling this year.

Very truly yours,

E. F. CHIDSEY
Division Engineer

EFC/hw
cc - H. G. Smith

NOTED
J. W. CATTRALL

RECEIVED
JUL 13 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 13 1949
ENGINEER
COUNTY & CITY RELATIONS

NOTED
Harold C. Ayers

NOTED
FORREST COOPER

March 9, 1949

Mr. George N. Ely
City Recorder
Ione, Oregon

Dear Sir:

Reference is made to your letter of March 7 re aid in repairing streets in Ione under the $250,000 Special City Street Act.

The Highway Commission on January 24, 1949 approved a project for the City of Ione under this act. This project calls for the surfacing and oiling of "H" Street from the Heppner Highway to Main Street and Main Street from "H" Street to the westerly city limits, a distance of approximately 0.82 miles. In connection with this work an agreement has been prepared between the City and the State Highway Commission.

A representative of this office will call on you in the near future and go over the details prior to your signing this agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Forrest Cooper
Engineer, County and City Relations

JFH:181

NOTED
JOHN W. CATTRALL

NOTED
Harold C. A[illegible]

Sheet 1 of 2

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Ione Logged by H.C.A. Car No. 46-45

Road or Street Main + H. Street Recorder H.C.A.

Date 8-25-48 Weather Very warm Clear Project 250,000 (49)

M. P.	Location	Length	Width 60'	Type	Condition	Remarks
.00	West C. limits		20' 18'	Oil	Patched Fair	Entrance to grain elevator
.06	[illegible] Ave				good	
.11	Willows St.		20' 42'	Oil	good	needs sealing.
.16	Spring				Fair.	
.21	Green					
.26	Cherry		20' 18'		Fair	raveled
.32	"A" st.					
.37	"B" st					
.42	"C" st					
.45	Rough -	Holes patched high.				
.47	"D" st				poor.	
.52	"E" St					Entrance to grain elevator
.53					poor	
.57	"F" st					
.62	"G" St					
.67	"H" st.					
.70		Rough patches			poor.	Elevator entrance
.73	2, RR Xings					
.82	Heppner Hwy					

No residences on H st.
no Residences on N. side of main
medium class - but few on South side of main.

x—5M—4-45

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET

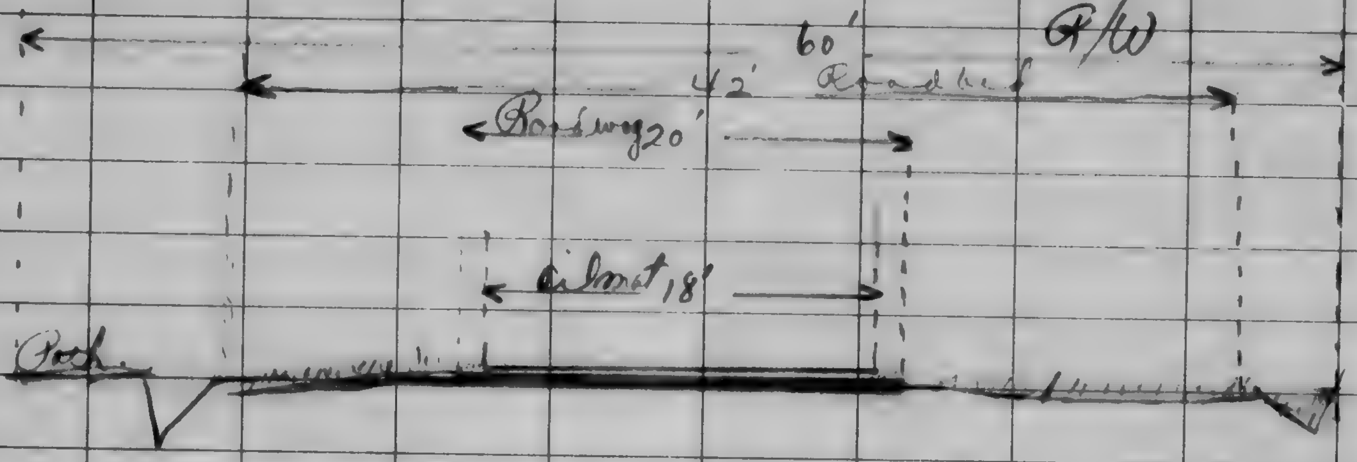
...., 19........

SHEET .... OF .... SHEETS

STATE PRINTING DEPT.

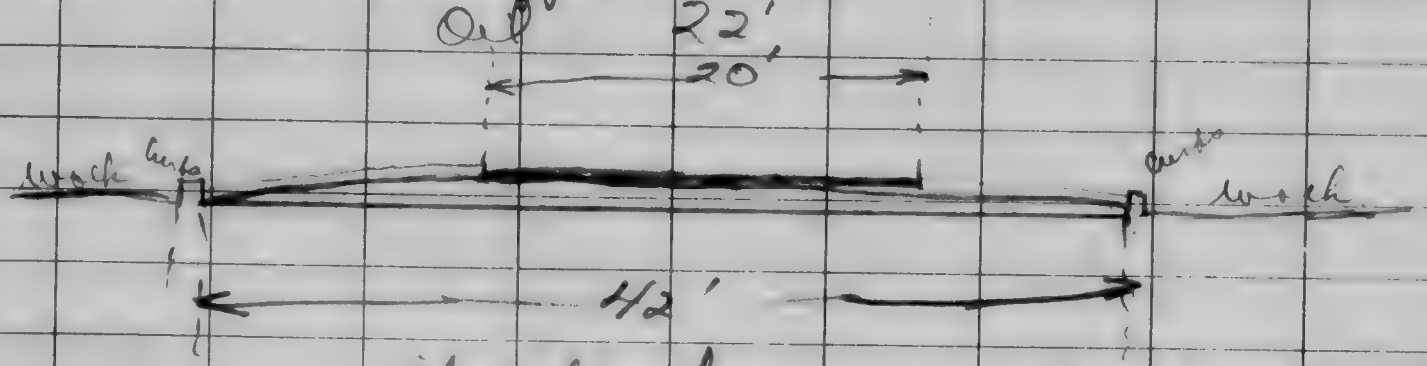
Ione

"Main" Street + "H" Street


60' R/W
42' Roadbed
Roadway 20'
Oil mat 18'
Path

Base at present is only 20' wide
Shoulders are practically level with street
Believe a leveling course would be better than patching as citys patches are high and make street rough.

Suggest 24' base


Oil 22'
20'
walk
curbs
curbs
walk
42'

Oil mat was heavy in center 20'; light on shoulders Main St – Willow to cherry st curbs in

No Commercial Aggregate plants Closer than Umatilla 54 miles according to State lab
Suitable rock quarry 1 mile east of Heppner. say state lab.

Sheet 2 of 2

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Ione Logged by H. C. A. Car No. 46-45

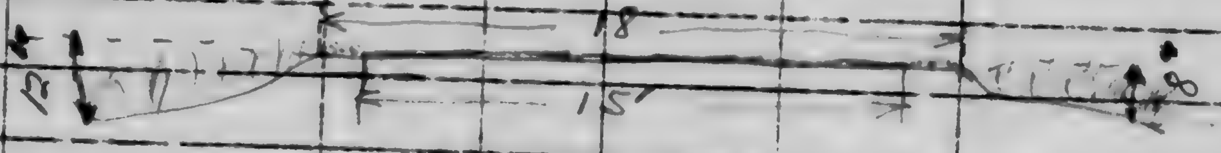
Road or Street Spring street on FAS 442 Recorder H. C. A

Date 8-25-48 Weather Very Warm Project 250,000 (49)

M. P.	Location	Length	Width	Type	Condition	Remarks
.00	Main st		22'		Fair	
.05	2nd st		18' 15'			
.10	3rd st		18' 15'			Grade & High school
.22	Bridge		19x32'		needs redecking	
.23	city limits		18' 15'			

Bridge on Concrete abutments
8 steel girders 14" H. Beams
3"x12" deck - very rotten

Buildings Industrial (light) to 3rd
no homes beyond 3rd



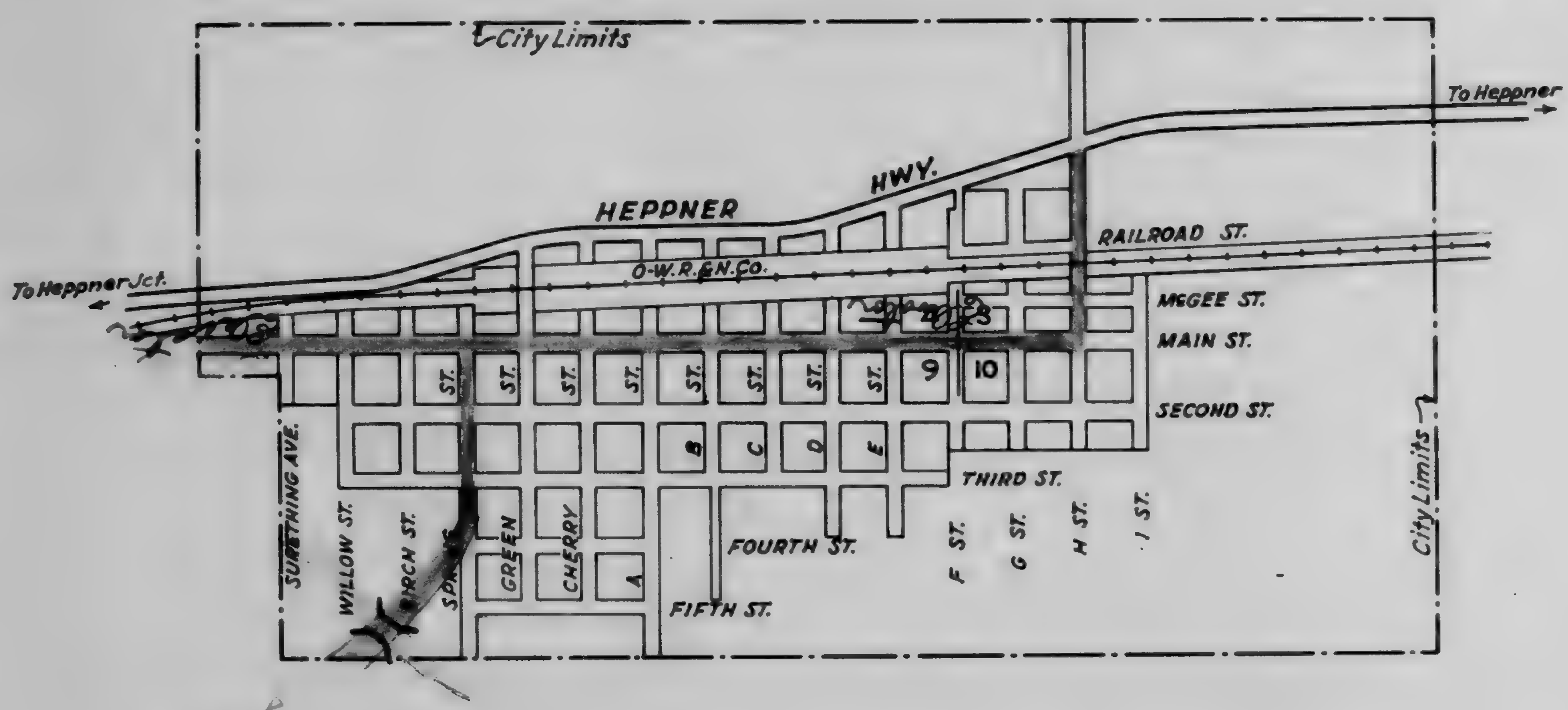
60' Blw
18' roadbed
15' oiled travelway

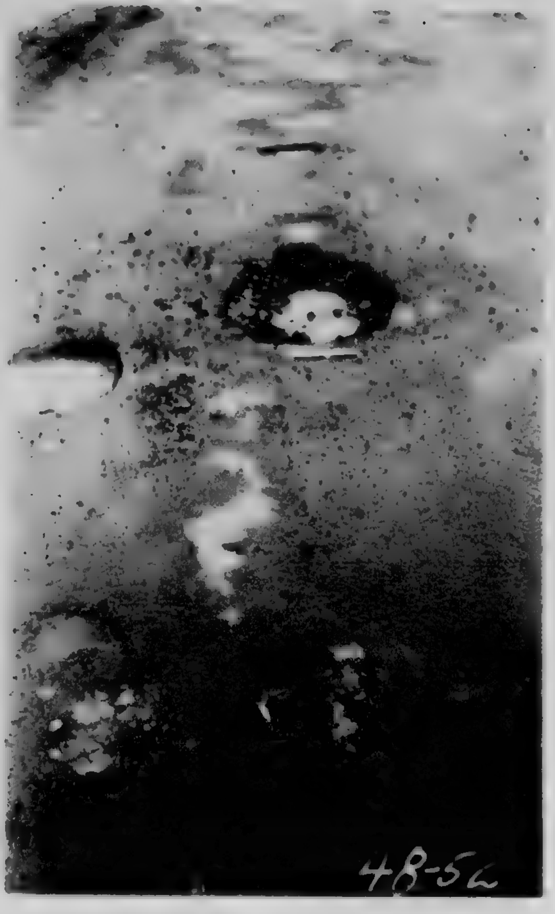
On 3rd not [illegible]

IONE

Scale 1"=800'

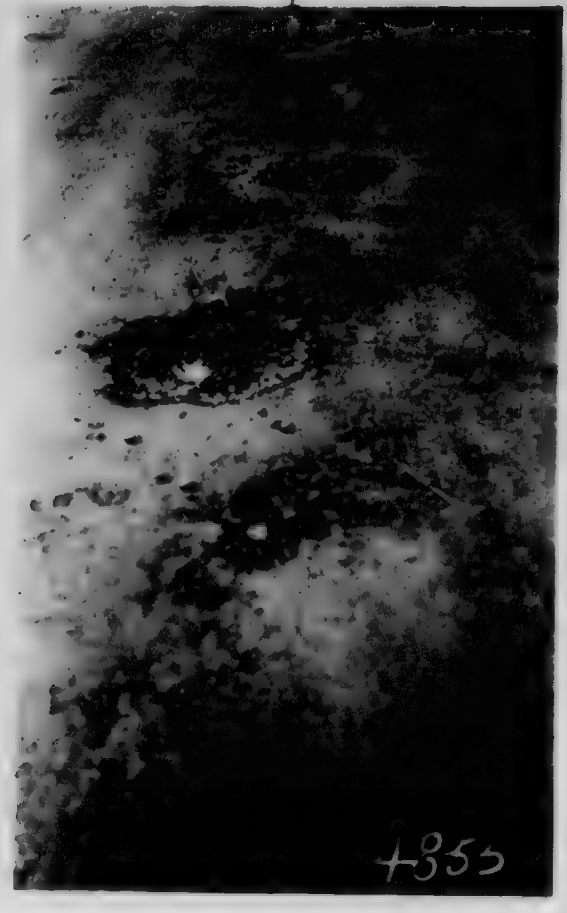
362


City Limits
To Heppner
HEPPNER HWY.
RAILROAD ST.
O-W.R.&N.Co.
To Heppner Jct.
McGEE ST.
MAIN ST.
SECOND ST.
THIRD ST.
FOURTH ST.
FIFTH ST.
SURETHING AVE.
WILLOW ST.
BIRCH ST.
SPRING ST.
GREEN ST.
CHERRY ST.
A ST.
B ST.
C ST.
D ST.
E ST.
F ST.
G ST.
H ST.
I ST.
9
10
3
City Limits



48-52

[illegible] -40
Main Street at [illegible]



4853

[illegible] -40
Main Street at McG[illegible]

48-54

[illegible]
Main Street at [illegible]

RESOLUTION

5-4-48

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Ione Oregon is an incorporated city of the State of Oregon, and has a population of 262, as given by the latest official census, and

WHEREAS, the following streets of said city, Main Street from West City limits east to [illegible] Street and then north to Heppner Highway. Also Spring Street from the intersection of Main Street

South to City limits

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Main Street from West City limits, east to "H" Street and then North to Heppner Highway. Also Spring Street from the intersection of Main Street south to City limits.

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Ione Oregon does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 4th day of May, 1948.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

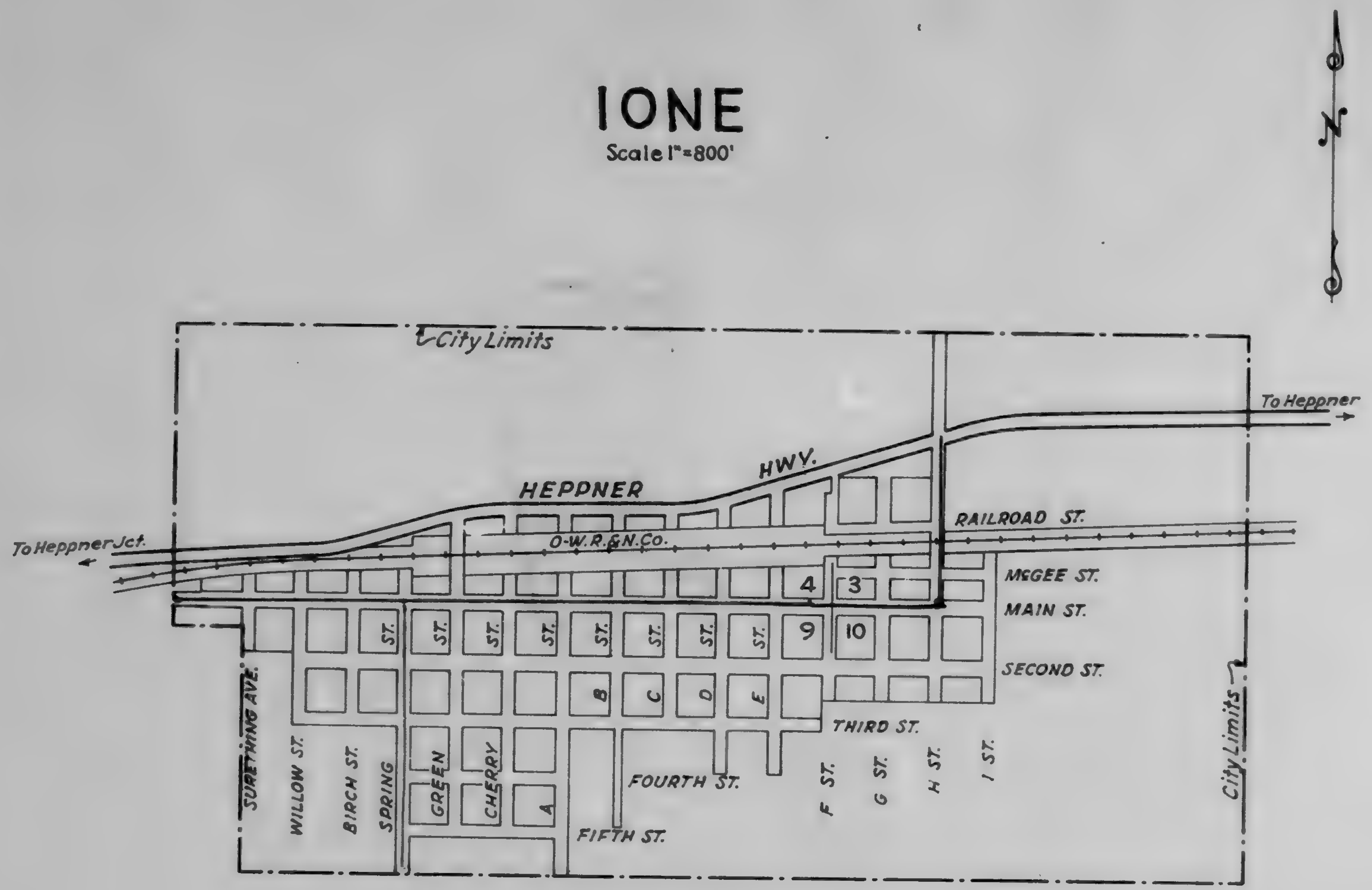
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Ione Oregon at a regular or special meeting of said council, held on the 4th day of May, 1948, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 11th day of May, 1948.

Ela H. Ely
City Recorder

IONE

Scale 1"=800'


City Limits
To Heppner
HEPPNER HWY.
RAILROAD ST.
To Heppner Jct.
O-W.R.&N.Co.
McGEE ST.
MAIN ST.
SECOND ST.
THIRD ST.
FOURTH ST.
FIFTH ST.
SURETHING AVE.
WILLOW ST.
BIRCH ST.
SPRING ST.
GREEN ST.
CHERRY ST.
A ST.
B ST.
C ST.
D ST.
E ST.
F ST.
G ST.
H ST.
I ST.
4
3
9
10
City Limits
N

11-4208 Morrow County Line-Condon- 1950
Service Creek Section of the Wasco-
Heppner & John Day Hwys.

RECEIVED
JUL [illegible] 1955
FOR FILING

FORM E-30X—50,000—10-54—79484

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 6th, 1955

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. Tom Edwards
Division Engineer

Attention: Mr. L. H. Young

I have your letter of July 1st in which you state that there was insufficient rock at the designated source or adjacent areas for the completion of Contract #3344; therefore, it was necessary to terminate the job after 7,000 yards of a 11,000-yard job had been completed.

What adjustments will be necessary with the contractor?

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams

RECEIVED
JUL 3 1951
FOR FILING

H-4228

3344

OREGON STATE HIGHWAY COMMISSION
(date)
July 20, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3344	5-final	D-H Paving Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11705	B-19725	$1,452.67	7/20/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A.A. Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: Aug. 31, 1950

Time Extensions: Extended to June 30,1951 without penalty

Completion Date: June 4, 1951

Date Accepted: June 18, 1951

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 7-23-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUL 1951 A.A. Wicklander

NOTED ON CARD

RECEIVED
JUL 6 1951
FOR FILING

11-4207

3344

July 3, 1951

General Casualty Company of America
Edna M. Stewart, Agent
Board of Trade Bldg.
Portland 4, Oregon

Dear Madam:

State Highway Contract No. 3344 for reoiling on the Morrow County Line-Condon-Service Creek Reoiling Project on the Wasco-Heppner Secondary and John Day Highways, Gilliam and Wheeler Counties, was completed by the contractor, D-H Paving Company, on June 4, 1951 and was formally accepted by the Highway Commission on June 18, 1951.

Final payment in the amount of $1,452.67 will be made to the contractor on or after July 13, 1951. The total contract amount is $43,734.35 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By ______________________
Acting Secretary

gl

cc: General Casualty Company of America
General Insurance Bldg.
Seattle 5, Washington
Attn.: Surety Dept.

RECEIVED
FOR FILING

11-4207

3344

June 27, 1951

General Casualty Company of America
Edna M. Stewart
Board of Trade Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to D-H-Paving Company, assigned to the Vancouver Branch of the National Bank of Commerce in Seattle, on Contract No. 3344 covering reoiling on the Morrow County Line-Condon-Service Creek Reoiling Project in Gilliam and Wheeler Counties. This payment, in the amount of $2,184.81, will be made on or after July 7, 1951. The retained percentage is $1,307.68.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ehr

cc General Casualty Company of America
General Insurance Building
Seattle 5, Washington

NOTED ON CARD
6-27-51 w

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 9, 1951

Section Morrow Co. Line - Condon - Service Creek

Kind of work Reoiling

Highway John Day & Wasco - Heppner

Section prefix 11 - 4208

Contractor D & H Paving Co.

Contract number 3344

Date of contract 5/26, 1950

Date of completion Aug. 31, 1950

Date work started Sept. 13, 1950

Estimated date of completion June 4, 1951

Amount of contract $72,072.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $62,800.

Per cent of contract completed, based on total contract price 96 %

Engineering cost to date $3931., 6 %

Date project was completed June 4, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

1/4" - 0" put on Monday of this week. Contractor has been maintaining all week. Project turned over to maintenance crew for maintenance work Friday.

Semifinal and supporting data sent to Division office on Friday.

THIS IS THE FINAL REPORT.

NOTED
H. W. LIBBY

NOTED
B. A. MARTIN

Signed Claude Mahan

Address John Day, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				53.80	
Miles partially completed					
Miles completed				53.80	
Total estimated quantities				757.04 Tons Asphalt 9434 Cv. Agg.	
Estimated quantities moved or placed to date				757.04 Tons Asphalt 9434 Cv. Agg.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				~~18~~ 1	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ... 6 Trucks . . 1 Loader , ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Rain		
Tuesday	Rain		
Wednesday	Rain		
Thursday	Rain		
Friday	Fair		
Saturday	Fair		

RECEIVED
JUN 11 1951
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JAN 8 - 1951
FOR FILING

11-4208

3344

January 2, 1951

D-H Paving Company
6600 Evergreen Highway
Vancouver, Wash.

Gentlemen:

The State Highway Commission, at its meeting held on December 19, 1950, had under discussion your request for an extension of time of 303 days, from August 31, 1950 to June 30, 1951, within which to complete your contract No. 3344 for reoiling on the Morrow County Line-Condon-Service Creek Reoiling Project on the Wasco-Heppner Secondary and John Day Highways, Gilliam and Wheeler Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

el

cc: E. F. Chidsey,
Division Engineer

John H. Walker,
Resident Engineer

H. G. Smith

NOTED ON CARD

RECEIVED
DEC 1 8 1950
FOR FILING

11-1-[illegible]

3344

December 13, 1950

Oregon State Highway Commission

Request for extension of time
No. 7
December 19 and 20 meeting

Gentlemen:

Herewith is a request from the D-G Paving Company for an extension of time on Contract No. 3344, Morrow County Line-Condon-Service Creek Reoiling Project, from August 31, 1950 to June 30, 1951.

This contract was awarded with the understanding that Oscar Joelson would furnish the materials needed for the reoiling. He failed to complete his project in time to permit the D-G Paving Company to properly organize its schedule in order to complete the project before unsuitable weather set in.

Since the overrun was not the fault of the contractor, I recommend that the extension be granted without penalty.

Very truly yours,

W. H. Stiffler
Acting State Highway Engineer

Enclosure

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
[illegible] 8 1950
FOR FILING

11-4208

Files

June 30, 1950

D-H Paving Company
6800 Evergreen Highway
Vancouver, Wash.

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3344 which was awarded to you on May 26, 1950 by the State Highway Commission, covering Morrow County Line-Condon-Service Creek Reoiling Project on the Wasco-Heppner Secondary and John Day Highways in Gilliam and Wheeler Counties.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl
encl. 1

6/30, gl

RECEIVED
31 1950
FOR FILING

May 31, 1950

D-H Paving Company
Evergreen Hwy. & Sleret Avenue
Vancouver, Washington

Gentlemen:

The State Highway Commission on May 26, 1950 awarded you the contract for reoiling the Morrow County Line-Condon-Service Creek Section of the Wasco-Heppner and John Day Highways. This award was based on your low bid of $44,920 submitted on that date.

Contract forms willbe sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

315-170 Phoenix("C" St.) Sec. on "C" 1950
St. in Phoenix.

345

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3345	4-final	D. E. Osborn

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16872	2102	$ 400.00	Oct. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Aug. 31, 1950

Time Extensions: None required

Completion Date: Aug. 31, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 10-16-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
OCT 5 1950
FOR FILING

315-1702

3345

October 3, 1950

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No. 3345, for work on the Phoenix ("C" Street) City Street Section in Jackson County, has been completed by the contractor, Osborn Construction Co., and that final payment in the amount of $400 will be made on or after October 13, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $11,718.48, and that no force account work was performed on the project. This contract was completed August 31 and accepted by the Highway Commission September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Thor A Bergstrom
Equitable Bldg.
Portland 4, Oregon

NOTED ON CARD
10-3-50

RECEIVED
SEP 21 1950
FOR FILING

315-1703

3345

September 20, 1950

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Osborn Construction Co. on contract No. 3345, covering the Phoenix ("C" Street) City Street Section in Jackson County. This payment, in the amount of $3,469.49, will be made on or after September 30, 1950. The retained percentage is $400.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Thor A. Bergstrom
Equitable Bldg.
Portland 4, Oregon

NOTED ON CARD
9-20-50 gl

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 9 th, 19 50

Section Phoenix ("C" Street)

Kind of work Grading & Bit Mac Surfacing

Highway City Street

Section prefix 315-1703

Contractor Osborn Construction Co.

Contract number 3345

Date of contract May 26, 19 50

Date of completion August 31, 19 50

Date work started June 8, 19 50

Estimated date of completion August 31, 19 50

Amount of contract $ 12,265.40

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 12,756.02

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 835.92, 6.82 %

Date project was completed August 31, 19 50

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed semi-final estimate for this job and expressed same to Division office.

RECEIVED

NOTED
H. W. LIBBY

Signed A. L. Chapman

Address P.O. Box 306, Grants Pass, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.26	0.26		0.26	
Miles partially completed					
Miles completed	0.26	0.26		0.26	
Total estimated quantities	1600	3040		300 Cu yd 24 ton oil	
Estimated quantities moved or placed to date	1600	3040		300 Cu yd 24 ton oil	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Overcast		
Saturday			

RECEIVED
JUN 27 1950
FOR FILING

[illegible]

3345

June 26, 1950

Osborn Construction Co.
P. O. Box 267
Medford, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3345 which was awarded to you on May 26, 1950, for grading and surfacing on the Phoenix ("C" Street) Section in Jackson County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

[illegible] 6/26, [illegible]

Form A-150—5M—8-49

INVOICE

Oregon State Highway Commission

SALEM, OREGON

City of Phoenix
Phoenix, Oregon

NOTED
J. W. CATTRALL

Invoice No. 16788
Date June 9, 1950
Your Req. No.
Billing Request No. cc -12
Credit distribution: 315-1702-299

Advance Deposit	$ 3,000.00
Agreed City share of cost to reconstruct "C" Street from Maple Street to the south city limits. Special City Allotment Project covered by agreement between City of Phoenix and State Highway Commission dated May 15, 1950	3,000.00
To be refunded	$ 0.00

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $
By D B Taylor

State Printing Dept. 33936

RECEIVED
MAY 31 1950
FOR FILING

May 31, 1950

Osburn Construction Company
1111 Court Street
Medford, Oregon

Gentlemen:

The State Highway Commission on May 26, 1950 awarded you the contract for grading, surfacing and bituminous macadam on "C" Street in Phoenix, Jackson County. This award was based on your lone bid of $12,265.40 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

RECEIVED
MAY 24 1950
FOR FILING

Phoenix

May 24, 1950

Marie L. Fisher, City Recorder
City Hall
Phoenix, Oregon

Dear Madam:

We are enclosing herewith, for the records and files of your city a fully executed copy of an agreement between the State Highway Commission and the City of Phoenix, covering the Special City Allotment for the improvement of "C" Street from Maple Street southerly and easterly to the south city boundary, a distance of approximately 0.26 mile.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

RECEIVED
MAY 29 1950
FOR FILING
FORM E-80 15M 9-46 [illegible]

C
O
P
Y

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1950

SUBJECT: Assignment No. 1641
Agreement, City of Phoenix

To: Mr. W. C. Williams
OFFICE

Enclosed are five copies of an agreement with the City of Phoenix covering a special city allotment project previously approved by the Commission. Two of these copies have been executed by the proper city officials and are now ready for presentation to the Commission.

Paragraph (c) on page 3 covers the moving of poles etc. without cost to State.

A check for $3,000 has been forwarded to Mr. H. B. Glaisyer.

(sgd) John W. Cattrall

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

May 17, 1950

Marie L. Fisher
City Recorder
Phoenix, Oregon

NOTED
J. W. CATTRALL

Dear Madam:

This will acknowledge receipt of your check in the amount of $3,000 in compliance with the agreement for the improvement of "C" Street.

The Highway Commission is accepting bids for this construction on the 26th day of May, and if an acceptable bid is received, work should be completed early this summer.

Very truly yours,

R. H. Baldock
State Highway Engineer

By J. W. C. HCA

John W. Cattrall
Engineer, County and City Relations

hca;mm

RECEIVED
MAY 17 1950
FOR FILING
FORM E-30 25M 6-49 32602

file

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 16, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

We are handing you herewith Check No. 72 from the City of Phoenix signed by Harry Reames, Treasurer.

This check is for the amount of $3,000, the amount due the State Highway Commission as per the agreement dated May 15, 1950, between the City of Phoenix and the State Highway Commission, which agreement was prepared in connection with the cooperative project in Phoenix from the $250,000 special city allotment fund.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

HCA:MM
Att.

cc: Mr. W. C. Williams
Mr. M. H. Hawke

To acc Div.
5-17-50

REFERRED TO
BY SECRETARY

FORM E-30X 15M 8-49 31806

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 8, 1950

NOTED
J. W. CATTRALL

SUBJECT: Retaining Wall
"C" Street - Phoenix

To:
H. G. Smith
Construction Engineer

Dear Sir:

Attached is a copy of a letter from Frank J. Van Dyke, City Attorney for the City of Phoenix, to Mr. David B. Lowry stating the requirements of removing the retaining wall on the "C" Street Project in Phoenix. I believe this clears everything on this job and I think it will be okay to go ahead and advertise it for bid.

It is my understanding that what poles were in the road have been moved.

Very truly yours,

K. D. [illegible]
Division Engineer

By R. D. Asburry
R. D. Asburry
Div. Office Engr.

RDA:at
cc Cattrall
Attach.

RECEIVED
MAY 9 1950
ENGINEER
COUNTY-CITY RELATIONS

COPY

April 25, 1950

RECEIVED
MAY 9 1950
ENGINEER
COUNTY & CITY RELATIONS

Mr. David B. Lowry
Associated Fruit Company
Box 464
Medford, Oregon

Dear Mr. Lowry:

Confirming our telephone conversation of even date, this is to advise that the City of Phoenix will not require you at this time to remove more than a six foot width of your ramp adjoing the building, but it will be necessary for you to remove enough of such ramp as to permit you, outside of said six feet, to set up and construct a proper retaining wall for the remaining portion of the ramp. Satisfactory arrangements for the accomplishment of the foregoing, or the work itself, is to be completed within one week from the date the State Highway Department of Oregon has announced its acceptance of a bid covering the said improvement work in Phoenix, Oregon, on the street in question adjoing your fruit warehouse in Phoenix, Oregon.

In the event you fail to fulfill the within requirements within the time indicated, the City of Phoenix reserves the right to cause your entire ramp to be removed from its street property and it will assess the cost of such removal against your firm.

It is my understanding that the foregoing conforms with your understanding of our conversation. It might be mentioned that this arrangement would not release you from your obligation to continue to keep insurance in effect indemnifying the City of Phoenix against any possible suit or action in connection with an accident which might arise from said ramp being in the City street for so long as any part of such ramp does remain in or upon said City street.

With kindest best wished, I remain,

Sincerely,

/s/ F. J. Van Dyke

Frank J. Van Dyke

FJV:ds

May 6, 1950
P.S. I am sorry I failed to complete and mail this letter before, but
I think it does express our understanding.

F.J.V.

cc Division Engineer, Oregon State Highway Department, Roseburg, Oregon
Oregon State Highway Department, Medford, Oregon

1

Salem, Oregon
January 16, 1950

City of Phoenix

Mr. K. D. Lytle, Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

Regarding your letter of January 5, 1950, re ramp on "C" Street between Ash and Oak Streets:

It was the intention to move the C/L of "C" Street approximately 3' to the north as the present C/L is on the southerly side of the right of way.

The city was instructed to move the ditch line over to the property line on the north side to allow for at least a 28' roadbed inasmuch as they did not feel they should force the seed company to move the ramp as it would entail the moving of much machinery etc.

Mr. H. G. Smith said he was writing you a letter about this project which, we hope, will clear the matter up to all concerned.

Very truly yours,

John W. Cattrall
Engineer, County and City Relations

HCA:MM

cc: Mr. H. G. Smith

NOTED
Harold C. Ayers

1

FORM E-30 25M 9-49 84882

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Jan. 5, 1950

SUBJECT: City of Phoenix

To:

John Cattrall, Engineer
County & City Relations

Dear Sir:

I am advised by Walter Merrill that the City of Phoenix does not wish to remove the ramp which protrudes out into "C" Street between Ash and Oak Streets.

The plans were sent to Salem while I was gone and I thought this matter should be called to your attention as I did not know if you wish to do the job if this ramp is not removed.

It occurred to me that any one using the street might swerve to the side and run into the ramp as it is only eleven feet out from the centerline. I believe the boys here at the office stated that it was shown on the plans which were recently sent to H. G. Smith and you can, no doubt, look at it there.

I am in favor of not doing this job unless the obstruction is removed, or find some other street to which the improvement could be made.

Very truly yours,

K. D. Lytle

K. D. LYTLE
Division Engineer

answer attached

kdl;g

cc: Smith
Merrill

RECEIVED
JAN 6 1950
ENGINEER
COUNTY & CITY RELATIONS

Phoenix. 1-9-50

Saw H. G. Smith re Lyches letter re retaining ramp.

Mr. Smith had a copy of Lyche letter and the plans; showed Mr. Smith pictures of street and advised him had intended C/L be moved to north 3 or 4 feet.

Mr. Smith said inasmuch as street was not an artery 22' was wide enough, but he would write Lyche and tell him to fix the street either by moving the C/L over or leaving it 22' wide

HCG

$250,000 ity Allotment
(1949-1950)

10-31-49

PHOENIX

PROPOSED PROJECT

Suggested improvement to consist of the required grading, excavation, and embankment to construct a 24' roadbed with 22' oiled roadway. The placing of 12" of base rock from Oak Street to south city limits with 3" of 3/4-0 crushed rock surfacing over full length. The placing of B-2 bituminous macadam wearing surface.

The city to widen culvert at Oak Street, to clean out ditch on south side and move ditch line over on north side before state work commences.

HCA:MM
10-31-49

$250,000 City Allotment
(1949-1950)

10 28 49

PHOENIX

PRELIMINARY ESTIMATE

"C" Street from Maple Street southerly to south city limits, a distance of approximately 0.26 mile.

B-2 Bituminous Macadam 22' Width

Item	Quantity	Unit Price	Total
Grade & shape street	All	Lump	$ 350.00
3"-0 base rock	1400 cu. yds.	$ 3.00	4,200.00
3/4"-0 crushed rock surfacing	340 cu. yds.	5.00	1,700.00
Sprinkle	50M gal.	4.00	200.00
Furnish & place aggregate	330 cu. yds.	6.00	1,980.00
Furnish & place 151-200	33 tons	60.00	1,980.00
Estimated construction cost			$10,410.00
10% engineering & contingencies			1,041.00
			$11,451.00
Preliminary engineering			400.00
			$11,851.00

Total Estimate $12,000

HCA:MM
10-28-49

$25,000 City allotment 1949

Phoenix

Sept 16-1949

On Sept-14-15 investigated City's proposed project with E.R. Claflin City Councilman on Street Committee. Found the street (C Street) led to large saw mill, Concrete block plant and packing plant, Mill records showed an average of 25 trucks per day averaging some 6000 bd ft. lumber in and out plus 6 to 10 lumber carriers per day.

Street from Maple to Oak Street is 18' wide, in fairly good condition - From Oak Street to Southerly C/L is 16' wide, low and in poor condition. Drainage appeared to be good to Oak Street (open ditch) balance has been ditched on South side with 8" pipe from Elm St to south city limits; on north side 6" conc pipe from Oak to Elm balance marshy, drainage poor.

City will lengthen culvert pipe at Oak Street and move north ditch line back to give at least a 28' roadbed Also will construct a ditch from south city limits to Elm street on north side

The City desires to have the state grade the street and place additional base rock and surfacing at least from Oak St. southerly to south city limits.

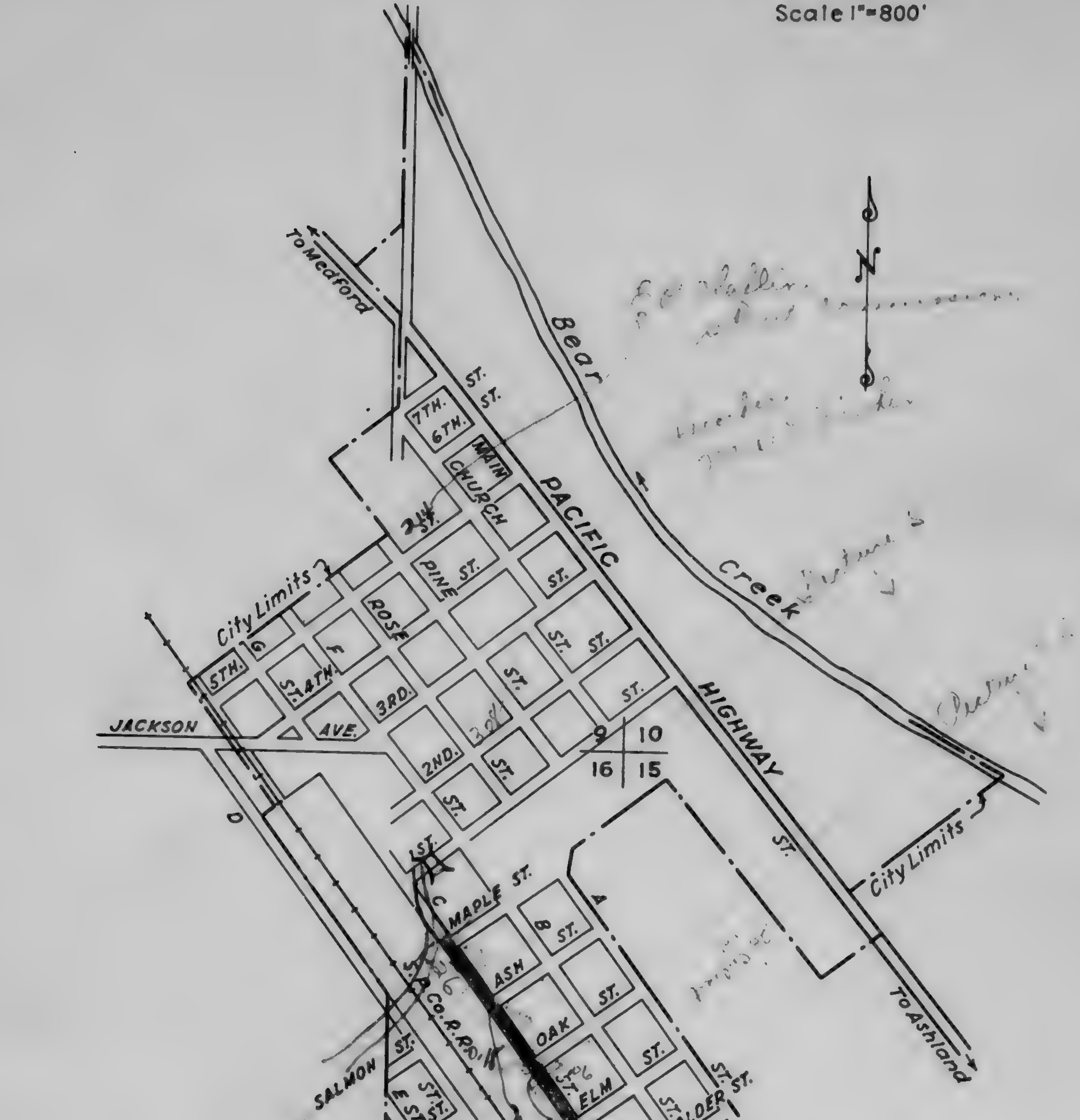
As the project would qualify under the act believe street should be widened to at least 24' as trucks meeting cannot pass. (City states they have a 60' R.W on this street) To make a construction project worth while, suggest entire street be widened to 24 foot roadway, base rock be placed to entire width from Oak Street southerly and have rock surfacing added over entire length of project and B-3 Bituminous [illegible],

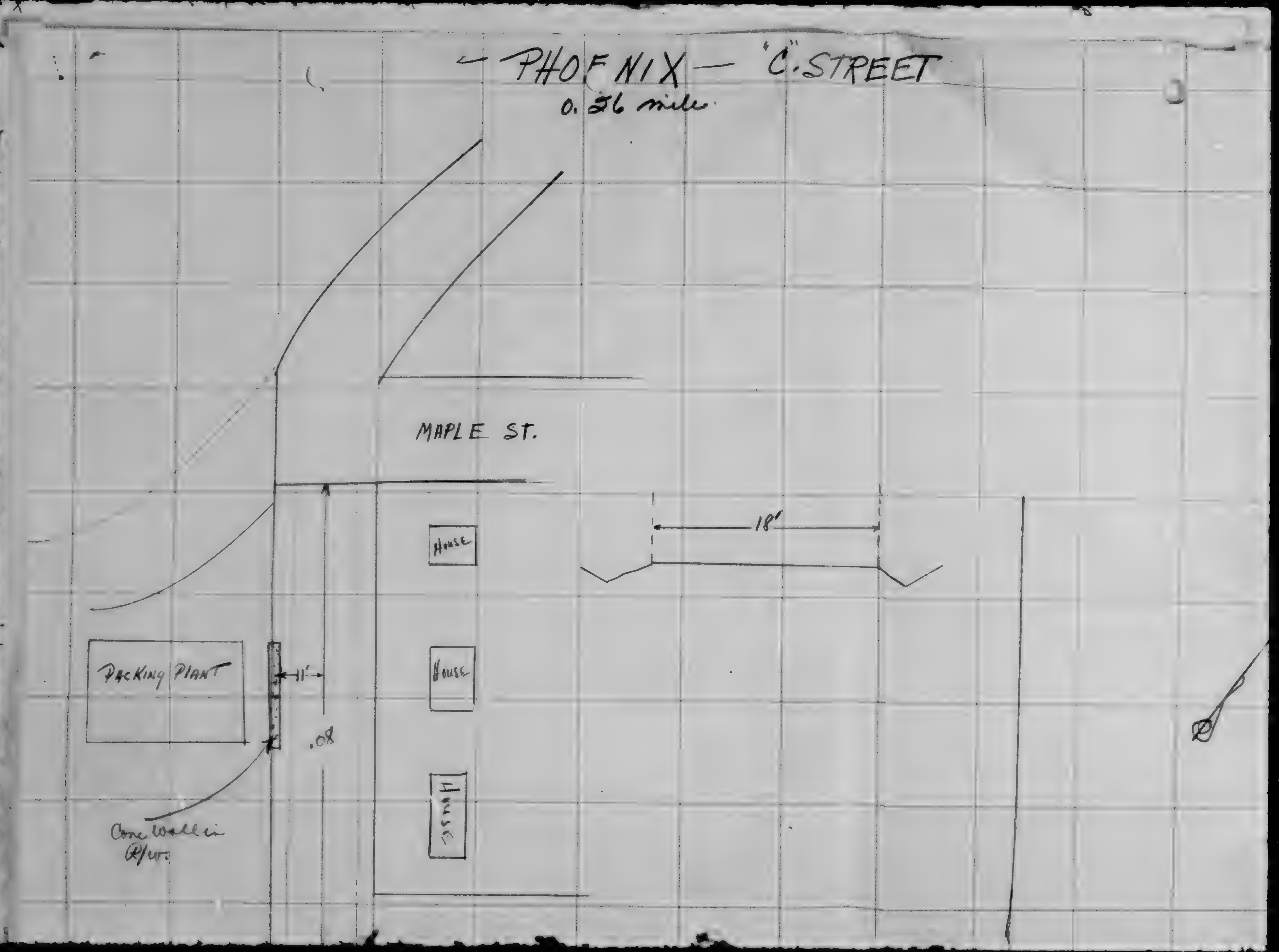
There are two possible sources of aggregate, Lininger and Sons have a gravel & crushing plant at Phoenix (which at the time was not in operation) and several crushing plants in Medford. River Run obtainable in Bear Creek at Phoenix say city official

H.C.G.

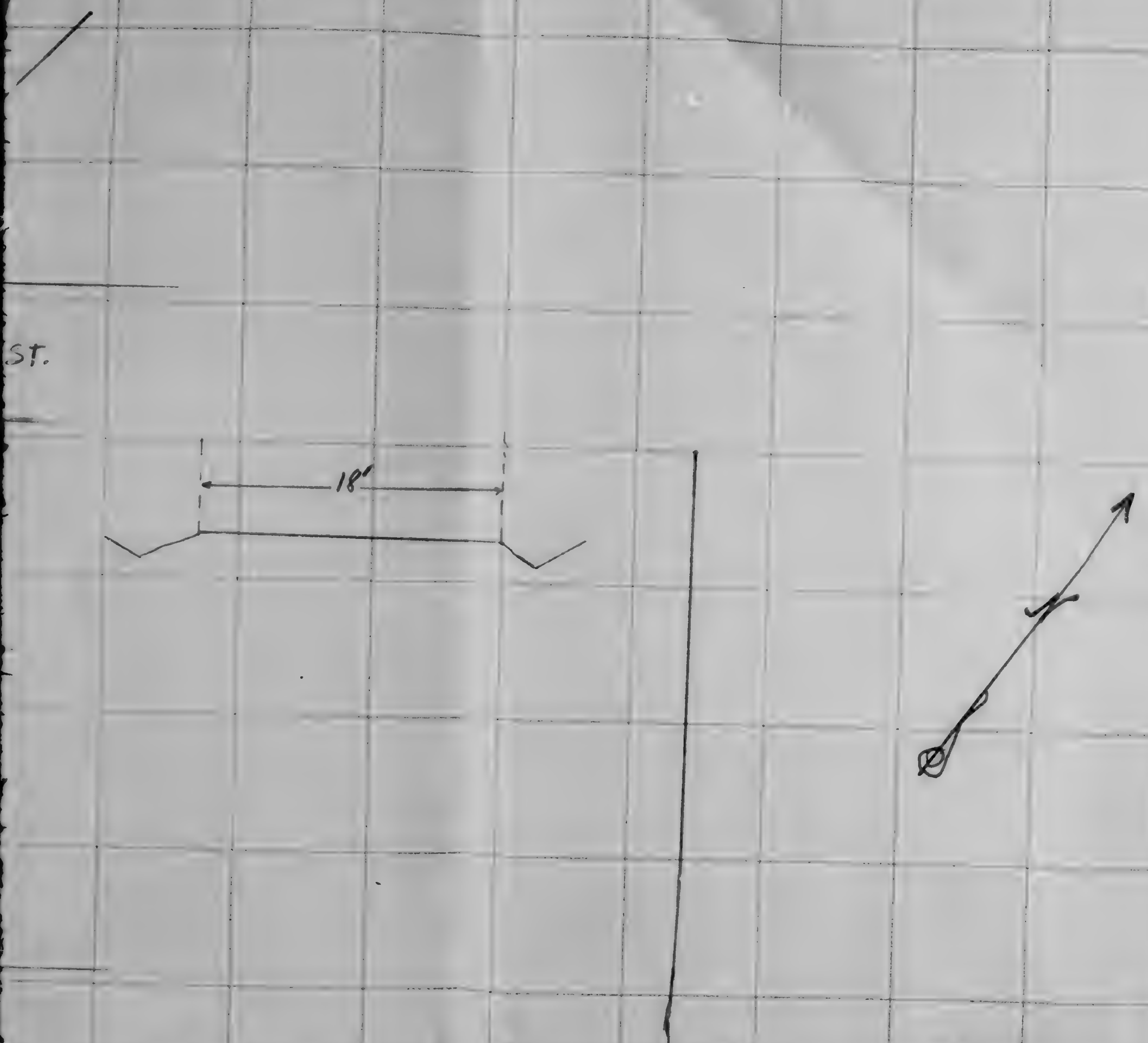
PHOENIX

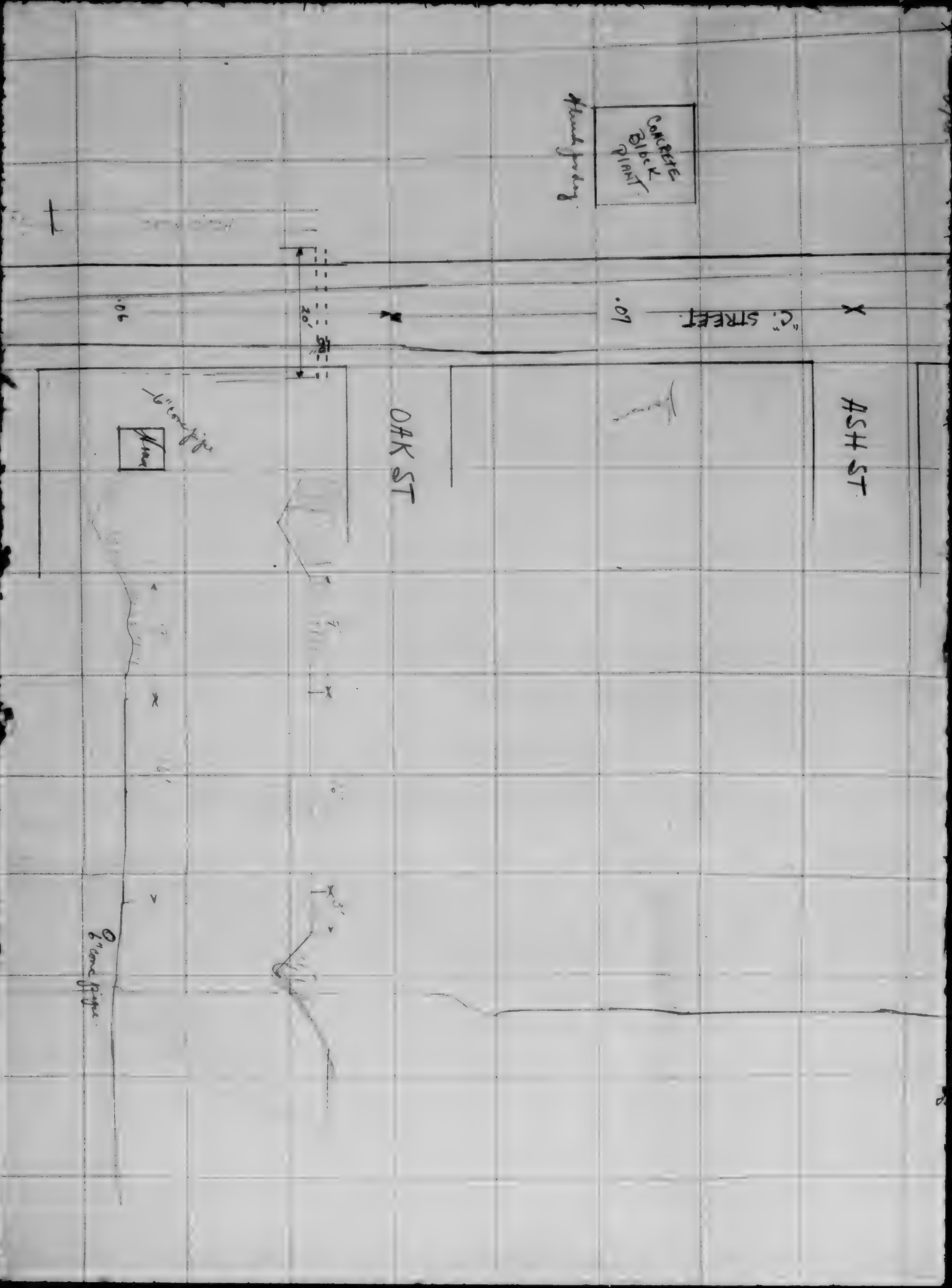
Scale 1"=800'

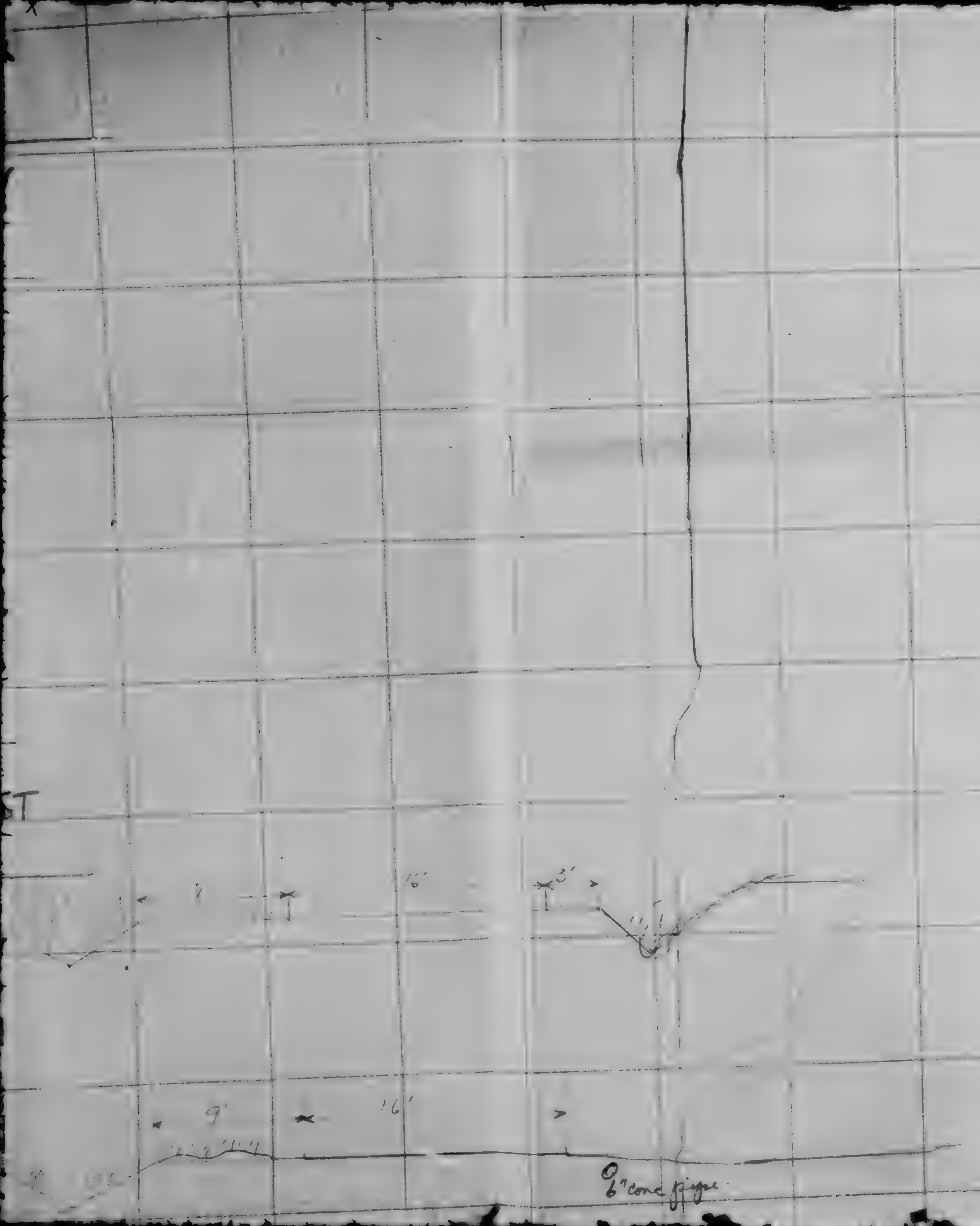

N
To Medford
Bear Creek
PACIFIC HIGHWAY
7TH. ST.
6TH. ST.
MAIN
CHURCH
2ND. ST.
PINE ST.
ROSE
City Limits
5TH.
G
4TH.
F
3RD.
JACKSON AVE.
2ND. ST.
ST.
1 ST.
9
10
16
15
D
C
MAPLE ST.
B ST.
A
ASH
OAK
ELM
ALDER ST.
S.P. Co. R.R.
SALMON ST.
E ST.
PACIFIC
City Limits
To Ashland


← PHOENIX — "C" STREET
0.26 mile
MAPLE ST.
18'
House
House
House
PACKING PLANT
11'
.08
Conc. Wall in R/W.

PHOENIX — "C" STREET
0.26 mile




CONCRETE BLOCK PLANT
Hand grading.
"C" STREET
.06
.07
20'
OAK ST
ASH ST
6" conc pipe
8" conc pipe
3'

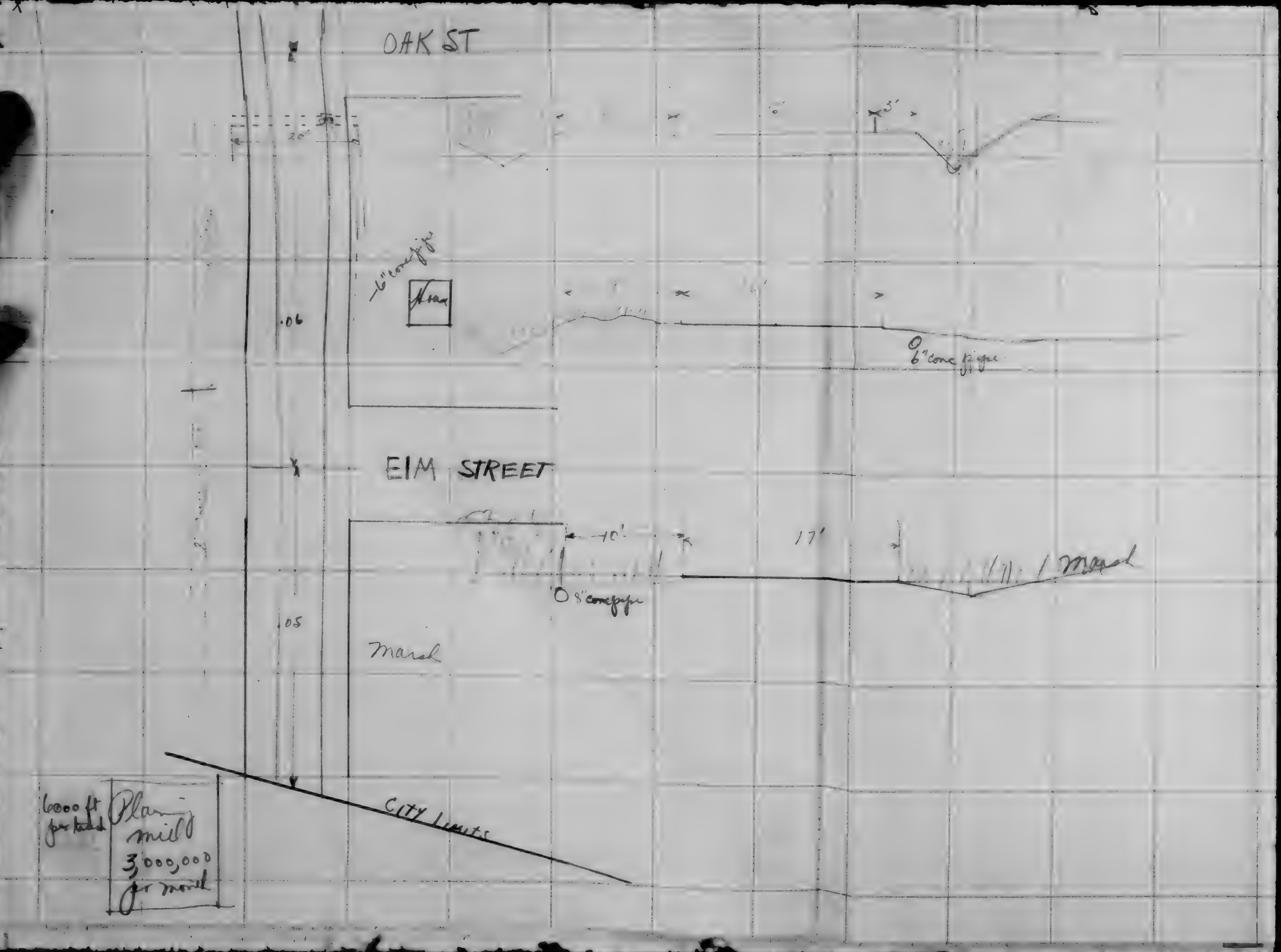


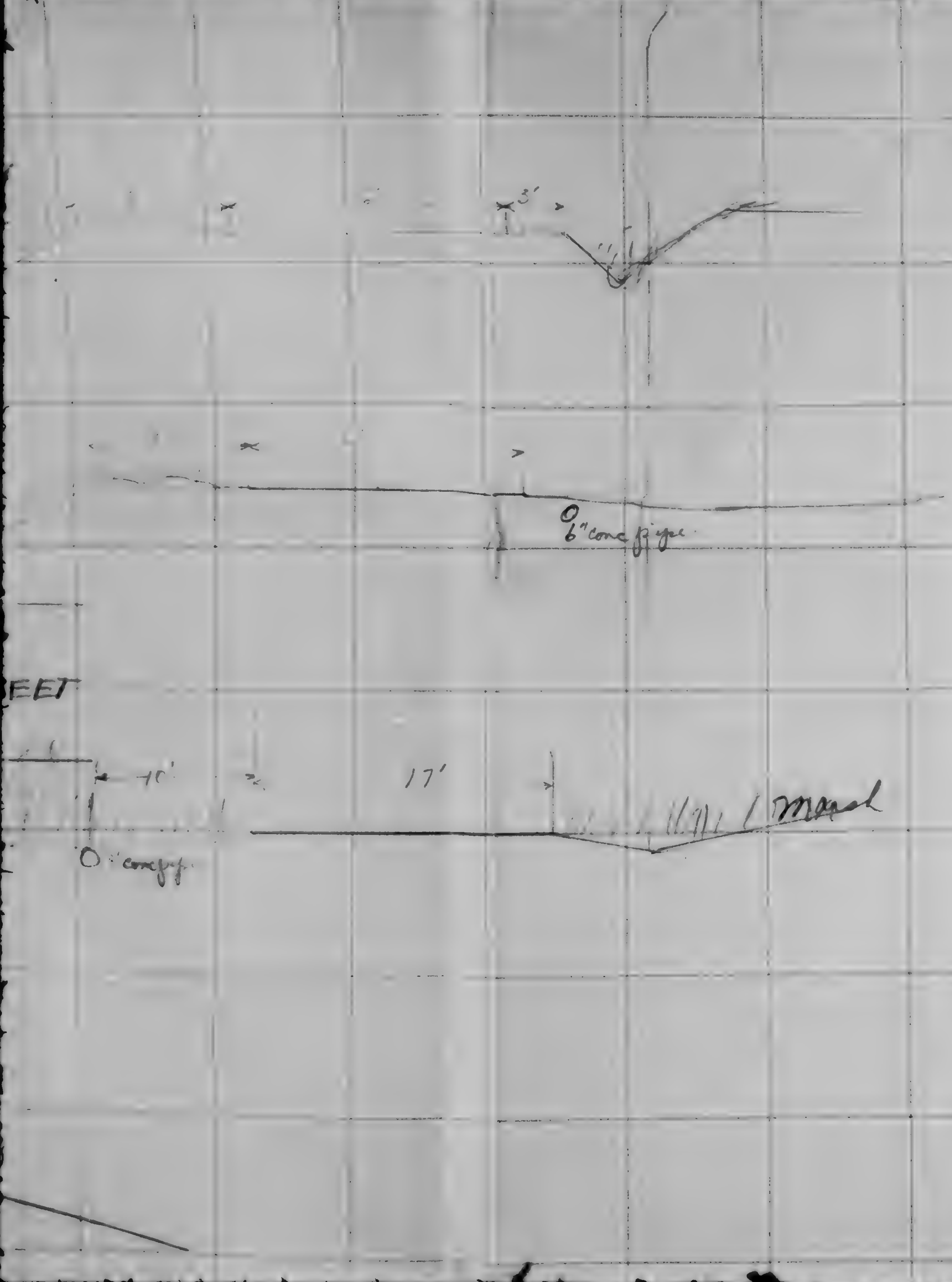
City says 60' R/W

Has been well based from Maple St to Oak. Balance lane needs at least 1 foot of base rock

Mill records show a monthly inventory of 3,000,000 bd ft. 30 trucks per day plus 6 lumber carriers

Ed Fountain Lbr Co


OAK ST
20'
3'
6" conc pipe
.06
6" conc pipe
ELM STREET
10'
17'
Marsh
O 8" conc pipe
.05
Marsh
CITY Limits
6000 ft
per [illegible]
Planing
mill
3,000,000
per month



3'
6" conc pipe
EET
10'
17'
Marsh
0' conc p.

City says 60' R/W.

Has been well based from Maple St to Oak. balance low needs at least 1 foot of base rock

Mill records show a monthly inventory of 3,000,000 bd ft.
30 trucks per day plus 6 lumber carriers.

Ed Fountain Lbr Co

Mr. Kent mgr.

Widen, base - B3 12,000

Phoenix "C" Street from Maple Street looking easterly
9-6-49

Phoenix "C" Street from Oak Street looking S.E.
9-15-49

RESOLUTION

5-2-49

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of PHOENIX is an incorporated city of the State of Oregon, and has a population of 641, as given by the latest official census, and

WHEREAS, the following streets of said city,

"C" street from Maple to the City limits.

Approximately 3½ blocks

NOTED
Harold C. Ayers

____

____

____

____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: __________

__________"C" street from Maple to the city limits__________

____

____

____

____

____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

____

____

____

____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: ____________

__________ "C" street from Maple to the city limits __________________

____

____

____

____

____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of PHOENIX does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 2 nd day of May, 1949.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

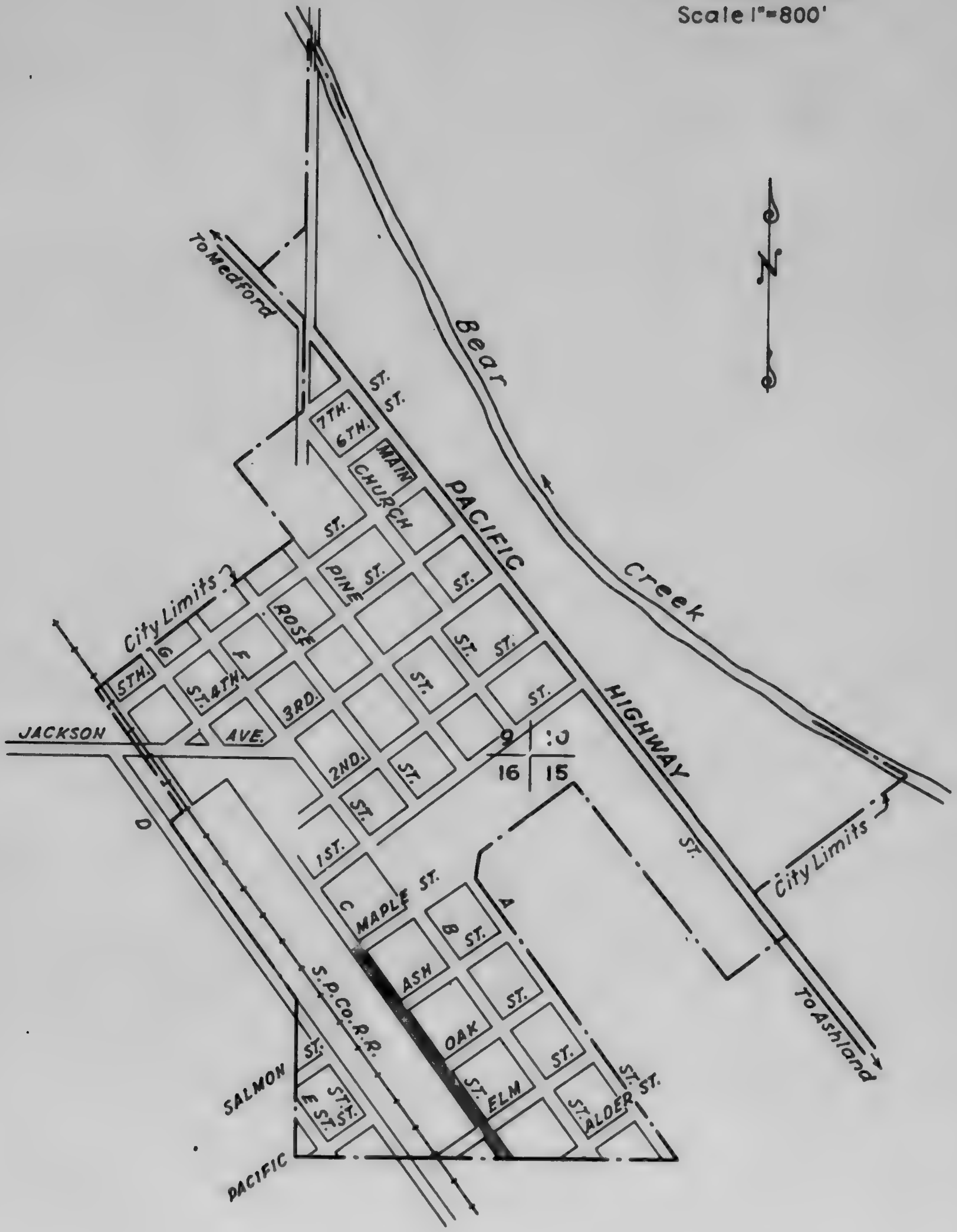
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of PHOENIX at a regular or special meeting of said council, held on the 2 nd day of May, 1949, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 3rd day of May, 1949.

Marie L. Fisher
City Recorder

PHOENIX

Scale 1"=800'



To Medford
N
Bear
Creek
PACIFIC
HIGHWAY
ST.
7TH.
6TH.
ST.
ST.
MAIN
CHURCH
ST.
PINE
ST.
ST.
ROSE
City Limits
F
6
5TH.
ST. 4TH.
ST.
ST.
ST.
3RD.
ST.
ST.
JACKSON
AVE.
2ND.
ST.
9
10
16
15
ST.
1ST.
D
C
MAPLE ST.
A
B ST.
ST.
City Limits
To Ashland
S.P.Co.R.R.
ASH
OAK
ST.
ST. ELM
ST.
ST.
ALDER
ST. ST.
SALMON
ST.
ST.
E ST.
ST.
PACIFIC

April 27, 1949

Marie L. Fisher
City Recorder
Phoenix, Oregon

Dear Madam:

Reference is made to your letter of April 18, addressed to Mr. Forrest Cooper, re special street fund administered by the State Highway Commission.

The 1947 legislature passed an act setting aside $250,000 annually, to be administered by the State Highway Commission, for expenditure upon "streets not a part of the State Highway System within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic."

Enclosed please find two copies of a resolution form to be used in making application for aid under this act. If it is the belief of the city officials that certain streets qualify under the provisions of the act, please fill out these resolution forms describing the street or streets, color the attached map to agree with the description, and return one signed copy to this office.

Soon after the receipt of this signed resolution, a representative of this office will call on you and the other city officials and go over the proposed project with them.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Acting Engineer,
County and City Relations

NOTED
Harold C. Ayers

JFH:MM
Encl.

NOTED
JOHN W. CATTRALL

Town Recorder
PHOENIX, OREGON

NOTED
FORREST COOPER

April 18, 1949

Mr. Forrest Cooper
State Highway Dep't.
Salem, Oregon

Dear Mr. Cooper:

Could you give me any information regarding a special fund administered by the state highway department which is spent on city streets which are receiving an unusual amount of heavy truck travel. Will appreciate any information you can give us. Thank You.

Sincerely.

Marie L. Fisher
308 2nd St
Town Recorder
Phoenix, Oregon

Box # 23.

17-1010 Cave Junction-California State 1950
Line Section of the Redwood Hwy.

#3324

RECEIVED
FOR FILING

17-[illegible]

3346

April 21, 1954

Mr. Sylvin Emerson
General Delivery
Fort Seward, California

Dear Mr. Emerson:

J. C. Compton Company, Box 86, McMinnville, Oregon, was awarded Oregon State Highway Contract No. 3346 for grading and paving on the Cave Junction-California State Line Section of the Redwood Highway (US 199) in Josephine County. The contract was awarded May 26, 1950, and completed November 1, 1950.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

4-16-54

3346 Fort Seward, Calif.

Dear Sirs:

Would like some information of who had the contract for road work in the year 1950 from the State Line to Cave Junction on highway 199? Or if you would carry the State W-2 form for this?

If you could send us this information soon as possible it would be greatly appreciated.

Thank you.
Sylvia Emerson
Fort Seward, Calif. Gen. Del.

R H Baldock

RECEIVED
FEB 8 1951
FOR FILING

17-1

February 1st, 1951

FINAL COST ANALYSIS

Cave Jct.-California State Line
Contract #3346

Redwood Highway
Prefix 17-1010-201(41)

Regrading, Topping & Asphaltic Concrete Pavement
J. C. Compton Company, Contractor
Walter T. Wright, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Clearing & Grubbing	All		$	$	$6,218.08	$7,500.00
*Struct. Excav., Unclass.	221.4	Cu. Yd.	2.58	3.00	571.21	664.20
*General " "	18,917.9	" "	0.52	0.60	9,812.61	11,350.74
*Finishing R/B & Slopes	13.01	Mile	215.00	250.00	2,797.15	3,252.50
*Rounding Cutbanks	5,725	Lin. Ft.	0.129	0.15	738.53	858.75
*18" Corr. Metal Pipe	146	" "	3.35	3.50	489.40	511.00
*24" " " "	80	" "	4.98	5.00	398.64	400.00
*30" " " "	6	" "	7.36	7.00	44.16	42.00
*36" " " "	8	" "	10.35	12.00	82.76	96.00
*12" Concrete Pipe	534	" "	1.47	2.00	782.44	1,068.00
*18" " "	213	" "	2.73	3.50	581.60	745.50
*24" " "	6	" "	3.58	5.00	21.49	30.00
Selected R/B Topping	37,678	Cu. Yd.	0.397	0.40	14,965.17	15,071.20
Hauling " "	146,307	Yd. Mi.	0.14	0.10	20,666.95	14,630.70
Haul & Place 1"-0" Material in Leveling Course & Shldrs.	13,061	Cu. Yd.	1.13	1.00	14,819.34	13,061.00
Sprinkling	1,686	M/Gal.	2.67	2.00	4,496.31	3,372.00
[illegible]"-0" in Binder Course	1,574	Cu. Yd.	3.82	1.50	6,018.60	2,361.00
Furnish & Place MC-2 in Binder	146.92	Ton	37.89	40.00	5,567.12	5,876.80
Class "B" Asphaltic Concrete	27,775.95	"	4.71	5.60	132,314.01	155,545.32
Em. Asphalt in Seal Coat	151.5	"	41.80	40.00	6,333.03	6,060.00
Aggregate in Seal Coat	806	Cu. Yd.	5.99	3.50	4,832.57	2,821.00
PA #1, Purch. of 85-100 Asphalt	4.2	Ton	22.20	22.30	93.24	93.66
Force Account					52.60	64.96

NOTED
State Highway Engineer

Item	Amount	Unit	Unit Cost	Bid	Total Cost	Gross Revenue
"B" Mix Sold to R & M at Grants Pass	829.83	Ton	$4.80	$4.05	$3,984.01	$4,860.72
Cold Mix Sold to State of Oregon	224.31	"	3.55	4.50	796.30	1,009.40
Private Sales of "B" Mix	950	"	5.90	6.67	5,605.42	6,331.76
Sales of Pit Run Rock		All			140.26	236.76
Cave Jct. (Lister Street)		All			3,870.05	4,435.01
State Maintenance Force Account		All			3,735.50	4,014.67
					$249,248.63	$266,364.65

	Cost	Revenue	Profit	% Profit
Work performed by E. L. Gates, Subcontractor	$22,538.07	$26,518.69	$3,980.62	15.0
Work performed by J. C. Compton	226,710.56	239,845.96	13,135.40	5.5
	$249,248.63	$266,364.65	$17,116.02	6.4

Detail of Cost
E. L. Gates, Subcontractor

Labor:

Supervision	$2,996.52	
Labor	10,216.38	
Labor Insurance	1,089.54	
		$14,302.44

Materials:

18" Corr. Metal Pipe		146 Lin. Ft. at	$2.43	$354.78	
18" " " "	Bands	5 each "	3.20	16.00	
24" " " "		80 lin. ft. "	3.76	300.80	
24" " " "	"	4 each "	4.00	16.00	
30" " " "		6 lin. ft. "	4.74	28.44	
30" " " "	"	1 each "	5.75	5.75	
36" " " "		8 lin. ft. "	7.41	59.28	
36" " " "	"	1 each "	6.45	6.45	
12" Concrete Pipe		534 lin. ft. "	0.85	453.90	
18" " "		213 " " "	1.75	372.75	
24" " "		6 " " "	2.10	12.60	
					1,626.75

Equipment Rental & Misc.:

Equipment Rental	$4,221.70	
Gas, Oil & Grease	663.25	
Cable	175.93	
Small Tools & Misc.	825.50	
Home Office & General Overhead	722.50	
		6,608.88
		$22,538.07

Detail of Cost
J. C. Compton, Contractor

Labor:			
Supervision		$4,927.75	
Labor		78,398.91	
Labor Insurance		4,028.37	
			$87,355.03
Materials:			
MC-2 Asphalt	148.92 Ton at $13.36	$1,989.57	
Emulsified Asphalt	151.5 " " 17.62	2,669.43	
85-100 Asphalt	50.11 " " 20.00	1,002.20	
" "	1,774.1 " " 10.10	17,918.48	
Freight on Asphalt		22,243.49	
			45,823.17
Equipment Rental & Misc.:			
Equipment Rental		$46,665.93	
Rented Trucks (Fully-operated)		17,215.18	
Gas, Oil & Grease		18,782.07	
Freight & Cartage		1,241.60	
P.U.C. Fees		368.77	
Field Office		274.14	
Small Tools and Misc.		2,785.84	
Bond		1,472.86	
Home Office & General Overhead		4,725.97	
			93,532.36
Total Cost			$226,710.56

Breakdown of Crushing Costs

Aggregates in "B" Mix	22,221	Cu. Yd.
" " Seal	645	" "
" " "B" Mix (Lister St.)	239	" "
" " " " (Grants Pass)	664	" "
" " " " (Private Sales)	760	" "
" " Cold Mix	179	" "
	24,708	Cu. Yd.

	Cost	Cu. Yd.	Unit Cost
Move In & Set Up	$1,889.18	24,708	$0.076
Load in Pit	2,855.55	"	0.116
Haul to Crusher	3,123.61	"	0.126
Crush	11,368.18	"	0.460
Haul to Stockpile	3,820.42	"	0.155
	Cost per Cu. Yd.		$0.933

Average production of asphaltic concrete aggregares was 81 cubic yards per operating hour.

Breakdown of Topping

	Cost	Cu. Yd.	Unit Cost
Load	$5,680.59	37,678	$0.151
Dump	955.27	"	0.025
Blade	3,553.62	"	0.094
Roll	3,064.44	"	0.081
Traffic	1,711.25	"	0.045
			$0.396

Average production of topping was 79 cubic yards per operating hour.

Breakdown of "B" Mix Costs

	Cost	Tons	Unit Cost
Move In & Set Up	$7,447.55	3,0073.37	$0.248
Feed to Mixer	3,496.34	"	0.116
Mix	22,496.50	"	0.748
Haul to Street	21,865.07	"	0.736
Street Work	17,564.83	"	0.584
Traffic Control	2,561.82	"	0.085
Asphalt	44,706.14	"	1.487
Aggregate	21,111.51	"	0.702
		Total Cost	$4.706

Average production of asphaltic concrete was 74 tons per operating hour.

Remarks:

This was a "State Project" calling for the regrading and widening of 10.53 miles of highway roadbed, the placing of 12.73 miles of topping, leveling course and shoulders, and the construction of 13.20 miles of asphaltic concrete pavement. The contract was bid and awarded May 26th, 1950, work was started June 12th, and completed November 1st, 1950. Extra force account work due to flood damage was started November 1st, and completed November 15th. Additional work handled by the contractor during the course of the job included the furnishing of asphaltic concrete to the R and M Construction Company at Grants Pass, the furnishing of cold mix to the State Highway Maintenance Department, private sales of asphaltic concrete and pit run rock, and the improving and paving of the Cave Junction (Lister Street) Section as a separate contract. All grading items were subcontracted to the E. L. Gates Construction Company with the contractor handling the items of topping, leveling course and asphaltic concrete.

Equipment used by the contractor included a 3/4 cu. yd. shovel, from six to fourteen 5 cu. yd. trucks, two #12 blades, two 10-ton rollers, TD-14 tractor, two water wagons, portable crushing plant, 3000# batch asphaltic paving plant, paving machine, retort, two oil tenders, three equipment transports, two pickups, grease wagon, flatbed truck, tool shed and miscellaneous small equipment, plus hired trucks as required. Equipment used by the subcontractor included D-7 tractor and dozer equipped with logging drums, blade, ½ cu. yd. shovel, two 4 cu. yd. trucks, power saw, flatbed truck and pickup.

Clearing and grading was handled by the subcontractor very efficiently with a minimum of equipment and very little delay. A good profit was realized on all items.

Topping was handled by the contractor using a 3/4 cu. yd. shovel for loading and mostly hired trucks for hauling. High street costs attributable to the fact that all materials were placed on the shoulders and low bid prices allowed the contractor no profit for the item. Hauling costs were extremely high as the hired trucks were very inefficient. A large loss was shown on the hauling item.

The hauling and placing of the 1"-0" reject material was bid entirely too low. Average haul for this material was 7 miles, and the cost of hauling plus loading and street work costs resulted in a loss even with efficient operations.

The crushing of the blacktop aggregates and the "B" mix was handled very efficiently and costs were extremely low. Average production for the crushing plant was 81 cubic yards per hour and for the hot plant 74 tons per hour. A very good profit was made on the asphaltic concrete considering the low bid price.

This project was well handled throughout and while losses were shown on some items, the large profit realized on asphaltic concrete allowed a small profit for the project.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
FOR FILING

11-1010

3346

OREGON STATE HIGHWAY COMMISSION
(date)

Dec.22, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3346	6-final	J. C. Compton Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20825	H-5835	$ 7,364.29	12/21/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:
Sep. 30, 1950

Time Extensions:
Extended to Nov. 15, 1950 without penalty

Completion Date:
Nov. 1, 1950

Date Accepted:
May 24, 1951

Penalties:
None of record

Claims:
None of record

Remarks:

- -

Date:
5-28-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: MAY 29 1951
a.a. Wiklander

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DEC 4 1950
FOR FILING

19-1010

3346

December 1, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3346, for work on the Cave Junction-California State Line Section of the Redwood Highway in Josephine County, has been completed by the contractor, J. C. Compton Co., and that final payment in the amount of $7,364.29 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $245,476.33, of which amount $64.96 represents force account items. This contract was completed November 1,1950 but has not as yet been accepted by the contractor.

We are sending you this notice as your Company is surety for the contractor on this contract. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett,Barton,Leavy and Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD

RECEIVED
NOV 27 1950
FOR FILING

M- [illegible]

3346

November 24, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to J. C. Compton Co. on contract No. 3346, for grading and paving on the Cave Junction-California State Line Section of the Redwood Highway in Josephine County. This payment, in the amount of $31,268.35, will be made on or after December 4, 1950. The retained percentage is $7,364.29.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

11-24-50 gl

Form E-1—:0M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 17, 1950

Section Cave Junction-California State Line

Kind of work Grading and Paving

Highway Redwood

Section prefix 17-1010

Contractor J. C. Compton Co.

Contract number 3346

Date of contract May 26, 1950

Date of completion Sept. 30, 1950

Date work started June 12, 1950

Estimated date of completion Nov. 1, 1950

Amount of contract $239,860

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $249,700

Per cent of contract completed, based on total contract price . . . . %

Engineering cost to date $12,450, %

Date project was completed Nov. 1, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

J. C. Compton Co. completed force account repair of flood damage, Wednesday A. M., Nov. 15th. Completed removal of equipment November 17th. The Compton Co. plans to leave their paving plant set up on the site opposite M. P. 12.2 during the winter months.

Approximately 3350 C. Y. of material was moved and placed in repairing flood damage, at a cost of approximately $1.20 per C. Y.

ENGINEERING

Supervision of repair work. Approximately 40 man days of exchange time remain to be charged against this project.

H. W. LIBBY

FINAL REPORT.

Signed Walter T. Wright

Address Box 302, Cave Junction, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities .					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
NOV 30 1950
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 41608

RECEIVED
NOV 2 - 1950
FOR FILING

17-1010

3346

November 1, 1950

J. C. Compton Co.
Box 86
McMinnville
Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 26, 1950, had under discussion your request for an extension of time of 45 days, from September 30 to November 15, 1950, within which to complete your contract No. 3346 covering the Cave Junction-California State Line Section of the Redwood Highway, in Josephine County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

ORBGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D. Lytle,
Division Engineer

Walter T. Wright,
Resident Engineer

H. O. Smith

NOTED ON CARD

RECEIVED
[illegible] 13 1950
FOR FILING

17-1010

3346

October 12, 1950

Request for extension of time
No. 4
November 9 and 10 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from J. C. Compton Co. for an extension of time on Contract No. 3346, Cave Junction-California State Line Section of the Redwood Highway, from September 30, 1950 to November 15, 1950.

The contractor will have completed all of the surfacing and shoulders on this project by October 15, but because of forestry regulations will not be able to burn the slashings and trees until the general rains have set in. The contractor has handled this project very satisfactorily and has given us an excellent job.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

(hi)

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JUN 21 1950
FOR FILING

17-1010

3346

June 20, 1950

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

Your contracts Nos. 3343 and 3346 for work on the Heppner Junction-Jordan and Ione Sections in Gilliam and Morrow counties and the Cave Junction-California State Line Section in Josephine County have been received in this office fully executed. We are, therefore, returning your certified checks Nos. 5697 in the amount of $1,500 and 5703 in the amount of $13,500, which you submitted with your proposals May 26, 1950.

We are also returning your certified check No. 5701 in the amount of $1,500 which you submitted with your proposal for work on the Division No. 1-A Recoiling Project on the Sunset and Nehalem highways in Washington County, received in Portland on May 25, 1950. Contract No. 3337 with Harr & Horton has now been fully executed as to bond, therefore your deposit as second low bidder is being returned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

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[illegible] 1 [illegible]
FOR FILING

17-1010

3346

June 16, 1950

J. C. Compton Co.
Box 86
McMinnville, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of each of the contracts awarded to you by the State Highway Commission on May 26, 1950, as follows:

Contract No. 3343, covering Oil Mat Surfacing on the Heppner Jct.-Jordan and Ione Sections of the Heppner Highway in Morrow and Gilliam Counties.

Contract No. 3346, covering Grading and Paving on the Cave Junction - California State Line Section of the Redwood Highway in Josephine County.

These copies are for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:AMC
Enc.

Recorded [illegible]

RECEIVED
[illegible] 31 1950
FOR FILING

May 31, 1950

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on May 26, 1950 awarded you the contract for roadbed widening and paving on the Cave Junction-California State Line Section of the Redwood Highway in Josephine County. This award was based on your low bid of $239,859.50 submitted on that date.

Contract forms willbe sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

17-3306 Hampton-Gap Ranch Section of 1950
the Central Oregon Hwy.

#3247

RECEIVED
FOR FILING
[illegible]
[illegible]

OREGON STATE HIGHWAY COMMISSION
(date)
Jan. 31, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3347	7-final	Grover C. Pomeroy & C. R. Badger	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
895	R-8647	$ 749.82	1/30/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: Dec. 31, 1950

Time Extensions: None needed

Completion Date: Dec. 23, 1950

Date Accepted: May 24, 1951

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 5-28, 1951

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: [illegible]
A. A. Wicklander

RECEIVED
FOR FILING

11-8066

3347

Mrs Lewis

January 17, 1951

Hudson-Duncan and Company
Wall at Marshall
Bend, Oregon

Gentlemen:

We acknowledge with thanks your note written on our letter of January 10, advising that your claim against Grover C. Pomeroy and C. R. Badger in the amount of $274.26 in connection with State Highway Contract No. 3347 has been paid in full.

We will advise the surety and the contractor that your note has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Mrs Lewis

January 17, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

On January 15 we received a note from Hudson-Duncan and Company of Bend concerning their claim against Grover C. Pomeroy and C. R. Badger in the sum of $274.26 in connection with their operations on State Highway Contract No. 3347. They advise as follows:

"This account has been paid in full."

This information is furnished as the United Pacific Insurance Company appears as surety on the bond furnished with Contract 3347.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

Fdq:ed

cc - Scellars, Foley & Rising, Inc.
143 South Liberty Street
Salem, Oregon

Grover C. Pomeroy & C. R. Badger
4715 North River Road
Salem, Oregon

Commissioners

Mr. R. H. Baldock

Mr. W. C. Williams

IVED
17 1951
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

January 10, 1951

Hudson-Duncan & Co.
Wall at Marshall
Bend, Oregon

Gentlemen:

This office has received information to the effect that your claim against Grover C. Pomeroy & C. R. Badger, amounting to $274.26, in connection with their contract No. 3347 for rock production on the Hampton-Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes Counties, has been satisfied.

Will you please advise us in writing verifying the information so that we can complete our records. An early reply will be appreciated.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

This account has been paid in full.

REFERRED TO
Gerry - Mrs Keenan
BY SECRETARY
OK to release payments
prepare usual letter
note on card

1-15-51

RECEIVED
FOR FILING

17-8106
3347

Mrs Lewis

January 17, 1951

Central Oregon Fir Supply Company, Inc.
Box 1031
Redmond, Oregon

Attention: J. M. Healy
Secretary

Gentlemen:

We acknowledge with thanks your letter of January 12 advising that your claim in the sum of $320.89 against Grover C. Pomeroy and C. R. Badger, State Highway Contract No. 3347, has been paid in full.

We will notify the surety and the contractor that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

POSTED ON CARD

Mrs Lewis

January 17, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have a letter dated January 12, 1951, from the Central Oregon Fir Supply Company, Inc., Redmond, concerning their claim in the amount of $320.69 against Grover C. Pomeroy and C. R. Badger, State Highway Contract 3347. They advise as follows:

"This bill was paid in full & promptly when their Bonding Co., was notified."

This information is provided as the United Pacific Insurance Company appears as surety on the bond which was furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FG:md

cc - Smellers, Foley and Rising, Inc.
143 South Liberty Street
Salem, Oregon

Grover C. Pomeroy and C. R. Badger
4715 North River Road
Salem, Oregon

Commissioners

Mr. R. H. Baldock

Mr. W. C. Williams

CEIVED
17
FOR FILING

CENTRAL OREGON *Fir* SUPPLY CO., INC.

DOUGLAS FIR—PONDEROSA PINE—BUILDING SUPPLIES—WHOLESALE AND RETAIL
PHONE 306W REDMOND, OREGON BOX 1051

Jan., 12, 1951,
Redmond, Oregon.

Oregon State Highway Commission,
Salem, Oregon.

Gentl3men:- Your Letter Dated 1-10-51

(Claim Against $320.89)
Re: Contract #3347 Grover C. Pomeroy & C.R. Badger,

This bill was paid in full & promptly when their Bonding Co., Was notified.

Yours very truly,

J M Healy
J. M. Healy, Secy.
Central Oregon Fir Supply Co.,

1-15-51 [illegible]

REFERRED TO
Jerry — Mrs Lewis
BY SECRETARY

OK to release payments.
prepare usual letters
note on card

RECEIVED
1951
FOR FILING

19-8306

3347

UNITED PACIFIC
Insurance Company

MEDICAL ARTS BUILDING
TACOMA 1, WASHINGTON

January 15, 1951

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Glaisyer
Secretary

Gentlemen:

This is to acknowledge receipt of your letter of January 8, 1951, advising that the State Highway Commission is prepared to make semi-final payment to Grover C. Pomeroy and C. R. Badger on Contract No. 3347.

Your letter further advises that there are two claims filed against the job.

Very truly yours,

Harold L. Hawkins

Harold L. Hawkins
Legal Department

HLH:os

cc: Portland Branch

REFERRED TO [illegible] BY SECRETARY

Has your [illegible] the company
that the claims have been
satisfied?

Done 1/18 70

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N 11 1951
FOR FILING

19-83[illegible]

3347

January 11, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14
Washington

Gentlemen:

Please be advised that State Highway Contract No. 3347, for rock production on the Hampton-Gap Ranch Section on the Central Oregon Highway in Lake, Harney and Deschutes Counties, has been completed by the contractor, Grover C. Pomeroy & C.R.Badger, and that final payment in the amount of $749.82 will be made after acceptance by the Highway Commission.

There is a claim filed against this job by the Central Oregon Fir Supply Co.,Inc. amounting to $320.89, and a claim filed by Hudson-Duncan & Co. in the amount of $274.26, of which you have been previously notified. For this reason we will withhold payment to the contractor until evidence has been furnished us that a satisfactory settlement has been made of the claims.

For your information the total contract amount is $22,346.87 and no force account work was performed on the job. This contract was completed on December 23, 1950 but has not as yet been accepted by the Commission.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Scellars,Foley & Rising,Inc.

Portland Branch Office

1-4-56

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FOR FILING

11-23-A

3-11

~~C~~ENTRAL OREGON FIR SUPPLY CO., ~~Inc.~~

1 MILE SOUTH - MAIN HIGHWAY

REDMOND, OREGON

PHONE
REDMOND 306 W

Date 10/4 1950

Sold to Belger Volcanic Material

Delivered at 401 Riverfront Bend Ore

Ordered by ____ Loaded by ____

Driver ____ Order No. ____

PIECES	DESCRIPTION	FEET	PRICE	AMOUNT
	Paid by Check.			
	In full -			320 89
John				

NOTED
H. B. GLASSYER

NOTED ON CARD
1-11-51

Please keep this copy—We do not itemize again.

No. 6500

Received the above material in good condition.

Sign here ____

MOORE BUSINESS FORMS INC

RECEIVED
N 11 1951
FOR FILING

19-8306

3347

January 10, 1951

Central Oregon Fir Supply Co.,Inc.
Box 1031
Redmond, Oregon

Gentlemen:

This office has received information to the effect that your claim against Grover C. Pomeroy & C. R. Badger, amounting to $320.89, in connection with their contract No. 3347 for rock production on the Hampton-Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes Counties, has been satisfied.

Will you please advise us in writing verifying the information so that we can complete our records. An early reply will be appreciated.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

RECEIVED
11 1951
FOR FILING
19-8306
3347

UNITED PACIFIC

INSURANCE COMPANY

Portland Office - 627 Board of Trade Building

Portland 4, Oregon

January 10, 1951

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Subject:

Bond #127893 Grover C. Pomeroy and C. R. Badger
Contract No. 3347

Gentlemen:

This will acknowledge receipt of your letter of January 8 wherein it is advised that the State Highway Commission is prepared to make semi-final payment to the above contractors on contract No. 3347, for rock production on the Hamption-Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes Counties.

You also advise there is a claim filed against this job by the Central Oregon Fir Sypply Co., Inc. in the amount of $328.89 and a claim filed by Hudson-Duncan and Company in the amount of $274.26. We assume that the retained percentage of $750 after the above mentioned payment is made, will not be released to the contractor until your office is furnished with evidence that these claims have been satisfied. You may accept this letter as concurrence of the United Pacific Insurance Company as surety to your withholding the final retainage pending satisfactory settlement of the claims.

Yours very truly

(SIGNED) E. T. LYNCH

ETL:lg

E. T. Lynch, Manager
Fidelity and Surety Department

RECEIVED
AN 11 1951
FOR FILING

19-9[illegible]

3347

January 10, 1951

Hudson-Duncan & Co.
Wall at Marshall
Bend, Oregon

Gentlemen:

This office has received information to the effect that your claim against Grover C. Pomeroy & C. R. Badger, amounting to $274.26, in connection with their contract No. 3347 for rock production on the Hampton-Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes Counties, has been satisfied.

Will you please advise us in writing verifying the information so that we can complete our records. An early reply will be appreciated.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

RECEIVED
FOR FILING

12-8316

3347

January 8, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14
Washington

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Grover C. Pomeroy & C. R. Badger on contract No. 3347, for rock production on the Hampton-Gap Ranch Section on the Central Oregon Highway in Lake, Harney and Deschutes Counties. This payment, in the amount of $2,668.97, will be made on or after January 18, 1951. The retained percentage is $750.

There is a claim filed against this job by the Central Oregon Fir Supply Co.,Inc. amounting to $328.89, and a claim filed by Hudson-Duncan & Co. in the amount of $274.26, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Scellars,Foley & Rising,Inc.
143 So. Liberty St.
Salem, Oregon

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec 30, 1950, 19

Section Hampton - Gap Ranch

Kind of work Rock Production

Highway Central Oregon

Section prefix 19-8306

Contractor Grover C Pomeroy & C.R.Bauger

Contract number 3347

Date of Contract May 26, 1950, 19

Date of completion Dec. 31, 1950, 19

Date work started June 21, 1950, 19

Estimated date of completion Dec, 23, 1950, 19

Amount of contract . . . . $22,680 .00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $~~[illegible]~~ 22,847.05

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $1400.00, 100 %

Date project was completed Dec. 23, 1950, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor did the last crushing on Saturday of last week. At that time the crusher broke so he shaped the piles at site 'D'and stoped operations. These piles were remaesured on Wednesday of this week and the semi-final will be submitted as of Dec.29th.

This will be the last weekly report on this project.

NOTED

RECEIVED
JAN - 2 1950
OFFICE OF
CONSTRUCTION ENGINEER

H. W. [illegible]

NOTED
E. M. BOOTH

NOTED
B. A. MARTIN

Signed

Address 1290 Wall Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			13,609.6		
Estimated quantities moved or placed to date			13,609.6		
Average daily quantities					
Average daily quantities necessary to complete project on time			0		
Number shifts per day			0		
Hours per shift	no regular shifts this week				
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Rain		
Friday	Cloudy		
Saturday			

RECEIVED
1950
FOR FILING

19 [illegible]

3347

3347

Mrs Lewis

December 21, 1950

George Childs Hardware Co.
Bend, Oregon

Gentlemen:

This is to acknowledge receipt of a carbon copy of your letter of December 18 addressed to the Secretary of State in which you advise that Mr. C. R. Badger paid your claim of November 30 on December 12. This, apparently, is the claim received in our office on December 4 in the amount of $80.61 in connection with State Highway Contract 3347.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

P.S. Thanks for the information -

NOTED ON CARD
12 [illegible]

RECEIVED
1950
FOR FILING

19 [illegible]

3347

mrs Lewis

3347

December 21, 1950

George Childs Hardware Co.
Bend, Oregon

Gentlemen:

This is to acknowledge receipt of a carbon copy of your letter of December 18 addressed to the Secretary of State in which you advise that Mr. C. R. Badger paid your claim of November 30 on December 12. This, apparently, is the claim received in our office on December 4 in the amount of $80.61 in connection with State Highway Contract 3347.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

P.S. Thanks for the information -

NOTED ON CARD

GEORGE CHILDS HARDWARE CO.
NATIONALLY KNOWN HARDWARE -:- SPORTING GOODS
BEND, OREGON

[illegible] 1[illegible], 19[illegible]

3347

[illegible]

"[illegible]"

[illegible]

[illegible]

Cora [illegible]
Bkpr.

[illegible]

Mrs Lewis

December 21, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

On December 20 we received a signed copy of a letter addressed to the Secretary of State from George Childs Hardware Company, Bend, in which they advise as follows:

"In reply to our claim of November 30, 1950, Mr. C. R. Badger who has the rock production contract on the Bend-Burns Highway, came to the store and gave us his check on December 12th, * * *

This letter apparently pertains to a claim filed in this office on December 4 in the sum of $80.61 against Grover C. Pomeroy and C. R. Badger for rock production on the Hampton-Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes counties, State Highway Contract No. 3347.

This information is furnished as the United Pacific Insurance Company appears as surety on the performance bond furnished for the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

[illegible]

Secretary

cc - Smellers, Foley & Hinley, Inc.
143 South Liberty Street
Salem, Oregon

Grover C. Pomeroy & C. R. Badger
4715 North River Road
Salem, Oregon

Commissioners

Mr. R. H. Baldock

Mr. W. C. Williams

NOTED ON CARD
[illegible]

RECEIVED
DEC 12 1950
FOR FILING

19-8[illegible]

3347

Salem, Oregon
December 12, 1950

Claim against Contract 3347

Mr. C. W. Enfield
Assistant Counsel
Department

Dear Mr. Enfield:

This is to acknowledge your letter of December 11 concerning a copy of a letter addressed to the Secretary of State and forwarded to your office regarding the claim against C. R. Badger in the amount of $80.61 on State Highway Contract No. 3347.

Copies of this claim filed with the Secretary of State were received in this office on December 4, and the surety and the claimant advised on December 6.

Very truly yours

Secretary

FAQ:md

FORM E-30 25M 6-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 11, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

3347

Dear Mr. Glaisyer:

Enclosed herewith is a copy of a letter addressed to the Honorable Earl T. Newbry, Secretary of State, from George Childs Hardware Company, together with a claim for materials made against C. R. Badger with respect to a rock production contract he has with the Oregon State Highway Commission.

We have not acknowledged receipt of this claim, and I suggest that you advise the Hardware Company that the same has been received, with a copy of the letter to the Secretary of State, and also enter upon the claim the name of the bonding company as requested by the Hardware Company.

Yours very truly,

J. M. DEVERS

By CWEnfield
C. W. ENFIELD
Assistant Counsel

CWE:avh
Encl.

[illegible]

rec copies of claim from Secty of state 12-4. wrote usual letters 12-6

7Q

RECEIVED
DEC 4 - 1950
AL DEPT.

November 30, 1950

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Mr. Newbry:

According to your instructions on the enclosed claim against bonded contract of C. A. Rodger [illegible] for road construction on the Oregon State Highway between [illegible] and [illegible].

As we were unable to secure the name of the surety on the bond from the local highway office, we are forwarding the claim with this space left blank and ask that your office be kind enough to enter the name of the bondsman.

We hope that this information is adequate and wish to thank you for your service.

Yours very truly,

[illegible] Co.

b
Enc: Claim
Invoice

COPY

Bend, Oregon
November 30,1950

RECEIVED
DEC 4 - 1950

To: State of Oregon

Notice hereby is given that the undersigned ______ [illegible] has a claim for materials which are shown on the attached invoice in the sum of $30.81 against the bond taken from ______ for the work of Oregon State Highway construction or rock production being done by C. R. [illegible] under contract. This work is being done on the Oregon State Highway between Bend and Burns.

Geo. J. Childs
Owner
George Childs [illegible] Co.
Bend, Oregon

Invoice covering material attached.

RECEIVED
FOR FILING

17-3246

3347

3347 Mrs Lewis

December 6, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

DearSir:

This is to acknowledge your letter of December 4 to which was attached three copies of a claim filed with your office by George Childs Hardware Company against C. R. Badger in the sum of $80.61. This claim is for materials furnished to Mr. Badger for his rock production operations on a state highway between Bend and Burns, which it appears is our Contract No. 3347.

This claim bears your file No. 3246.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 12/5

12-6-50 gl

Mrs Lewis

December 6, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by George Childs Hardware Company, Bend, Oregon, in the sum of $80.61. This claim is for materials furnished to Mr. C. R. Badger for use on the State Highway Contract between Bend and Burns. From the description given this claim is apparantely in connection with State Highway Contract No. 3347 awarded to Grover C. Pomeroy and C. R. Badger for rock production on the Hampton-Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes counties.

This information is provided as the United Pacific Insurance Company appears as surety on the bond furnished in connection with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 12/5
Attach.

cc - Scellars, Foley & Rising, Inc.
143 South Liberty Street
Salem, Oregon

Grover C. Pomeroy and
C. R. Badger
4715 North River Road
Salem, Oregon

NOTED ON CARD
12-6-50, gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Dec. 4, 1950

3347

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 1st, a notice of claim by George Childs Hardware Co. for materials furnished in the sum of $80.61, against the bond taken from C. R. Badger, principal for the work of Oregon State Highway Construction rock production being done on the Oregon State Highway between Bend and Burns., our file No. 3246.

We are enclosing three copies of the claim for your information and filed.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

12-4-50 gc

VIEW OF OREGON CASCADE FROM BEND

EXHIBIT 33

GEORGE CHILDS HARDWARE CO.
Nationally Known Hardware : Sporting Goods
Bend, Oregon

November [illegible], 1950

To: State of Oregon

Notice hereby is given that the undersigned ______ GEORGE CHILDS HARDWARE COMPANY ______ has a claim for materials which are shown on the attached invoice in the sum of $[illegible].61 against the bond taken from ______ for the work of Oregon state highway construction rock production being done by C. I. Hodger under contract. This work is being done on the Oregon State Highway between Bend and Burns.

GEO. J. CHILDS
______
Owner
George Childs Hardware Co.
Bend, Oregon

Invoice covering material attached.

ENDORSED
File No. 3646
Filed, Dec. 1, 1950
EARL T. NEWBRY, Secretary of State

COPY

INVOICE

[illegible] CO.
"A Pleasure to Serve You"

Telephone [illegible]

Bend, Oregon

SOLD TO C. F. [illegible]ger
P. O. Box 30[illegible], Bend, Oregon
For use on contract [illegible] job.

REQUISITION
DATE
TERMS 30 days.

6-17-50				
	1 Gal. #13 Orange Imp. Enamel		5.00	
	6 Qt. #13 " " "	1.25	7.50	
	1 10 Ft. Steel Tape		[illegible].00	
	6 5/8 x 4 Machine Bolts	.15	.90	
	1 Lb. 5/8 Washers		.30	15.70
	Crusher repair			
6-19-50				
	1 Box Belt Lace		2.75	2.75
6-[illegible]3-50				
	2 Bushings		.45	
	1 Keg [illegible] Spikes		12.00	12.45
6-28-50				
	1 Coleman Lantern # [illegible]-6		[illegible]	
	6 " Mantles	.[illegible]	[illegible]	
	2 T 66 Generators	[illegible]	[illegible]	10.15
[illegible]-2-50				
	4 5/8 Cable Clamp	.40	1.60	1.60
8-29-50				
	1 Alum. Reflector		5.25	
	2 Surface Switch	[illegible]	.60	
	4 300 Watt Mazda Lamps	[illegible]	.76	
	1 A-8 Skookum Block		[illegible]	[illegible].46
[illegible]-21-50				
	1 Box 45 V Alligator Belt Lacing		[illegible]	[illegible]
	Total			[illegible]0.61

(Signed C. F. [illegible])

ENDORSED
File No. 3[illegible]46
Filed, Dec. 1, 195[illegible]
EARL T. [illegible], [illegible]

RECEIVED
1 1950
FOR FI

12-2306

3347

3347

Mrs Lewis

November 30, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have today received an invoice from George Childs Hardware Company, Bend, Oregon, in which they list various hardware products purchased from them by Mr. C. R. Badger between the dates of June 17 and August 21, 1950. This invoice is in the amount of $80.61 and states that the materials purchased were for use on the contract on the Bend-Burns Highway job.

From the description given this claim appears to be in connection with State Highway Contract No. 3347 awarded to Grover C. Pomeroy and C. R. Badger for rock production on the Hampton-Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes counties.

This information is provided as the United Pacific Insurance Company appears as surety on the bond furnished in connection with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Scellars, Foley & Rising, Inc.
143 South Liberty Street
Salem, Oregon

Grover C. Pomeroy and
C. R. Badger
4715 North River Road
Salem, Oregon

ON CARD

FORM E-30 25M 9-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 29, 1950

SUBJECT:

3347

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Enclosed herewith is a copy of a letter addressed to the Secretary of State from George Childs Hardware Company regarding a claim the hardware company has against Mr. C. R. Badger in connection with a highway contract.

I suggest you advise Mr. Badger and his surety that such claim has been filed in your office.

Yours very truly,

J. M. DEVERS

By CWEnfield
C. W. ENFIELD
Assistant Counsel

CWE:avh
Encl.

Query

prepare usual letters

RECEIVED
DEC 1 1950
FOR FILING

[illegible]

3341

November 27, 1950

RECEIVED
NOV 28 1950
[illegible]

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Mr. Newbry:

Upon the instructions of Mr. J. M. Devers, Chief Counsel of the Oregon State Highway Commission, we are filing our claim against the highway contractor, C. R. [illegible].

We are enclosing our invoice covering the purchases made by Mr. [illegible] which he claimed were for this job, and on which he promised payment within thirty days.

Your assistance in securing this claim will be greatly appreciated. Thank you.

Yours very truly,

[illegible]

b

cc- Mr. J. M. Devers

Enc: Two copies Invoice.

COPY

[illegible]

INVOICE

GEORGE CHILDS HARDWARE CO.
"A Pleasure to Serve You"
TELEPHONE 88
BEND, OREGON

RECEIVED
NOV 28 1950

REQUISITION

SOLD TO [illegible]
[illegible]

[illegible]

DATE

TERMS 30 days.

6-17-50				
	1 Gal. [illegible]		[illegible]	
	6 ft. ,13	.[illegible]	7.5[illegible]	
	1 10 Ft. [illegible]		[illegible]	
	6 [illegible] bolts	.15	[illegible]	
	1 lb. [illegible]		[illegible]	1[illegible].70
	Crusher re[illegible]			
6-19-50				
	1 Box Belt [illegible]		[illegible].75	[illegible].75
6-2[illegible]-50				
	[illegible]		.45	
	1 Keg ,13 [illegible]		[illegible]	1[illegible].45
[illegible]				
	1 Coleman Lantern [illegible]-6		[illegible]	
	6 " Mantles	.[illegible]	[illegible]	
	2 [illegible]	.[illegible]	[illegible]	1[illegible].15
[illegible]				
	4 5/8 [illegible]	.[illegible]	1.[illegible]	1.[illegible]
[illegible]				
	1 [illegible]		[illegible]	
	2 [illegible]	.[illegible]	[illegible]	
	4 [illegible]	.[illegible]	1.76	
	1 [illegible]		[illegible]	[illegible].46
8-[illegible]1-50				
	1 Box [illegible]		[illegible]	1.5[illegible]
	Total			[illegible].61

([illegible])

RECEIVED
NOV 2[illegible] 1950
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

17-[illegible]

3347

Nov. 24, 1950

George Childs Hardware Co.

Bend, Oregon

Attention: Mr. F. Basim

NOTED
H. B. GLAISYER

Dear Mr. Basim:

NOTED
F. QUERY

Your letter of the 22nd relative to a claim against a highway contractor by the name of C. R. Badger has just been placed on my desk.

The work involved is being done under contract, and the Commission has a performance bond which will guarantee not only the performance of the work, but the payment of all claims for labor and materials furnished in connection with the job. I suggest that you mail a notice of your claim to the Secretary of State, and send a copy to this office. The notice, when received by this office, will be placed with our files, and the contractor will be notified of the claim and his surety company will also be notified. If the claim is a legitimate one, as I assume it is, the Highway Commission will not make final settlement with the contractor until the claim has been paid.

Yours very truly,

J. M. DEVERS

JMD:FRC

cc- Mr. H. B. Glaisyer

RECEIVED
FOR FILING

19-82

3347

Mrs Lewis

3347

September 25, 1950

Central Oregon Fir Supply Company, Inc.
Box 1031
Redmond, Oregon

Gentlemen:

Your letter of September 19, addressed to Mr. S. H. Probert has been referred to this office for reply. In your letter you state that you furnished Mr. Arnold Badger lumber for bunkers for his State Highway job at Brothers in the amount of $328.89.

The State Highway Commission awarded Contract 3347 to Grover C. Pomeroy and C. R. Badger, 4715 North River Road for rock production on the Hampton-Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes counties. It may be that your claim pertains to this contract. Work was started on this job June 21 and completion is anticipated December 31, 1950.

Your claim will be noted in our records and we will advise the surety who provided the bond for the contractor that the claim has been received. The surety is United Pacific Insurance Company and their agent in this instance is Scellars, Foley and Rising, Inc., 143 South Liberty Street, Salem, Oregon.

Each state highway contractor when he is awarded a contract is required to furnish a performance bond which not only assures completion of the job, but also payment of all claims incurred in connection with the contract. If you wish to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission it is suggested that you file your claim with the Secretary of State. There is attached an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
9-25-50

Secretary

FAQ:md

STATEMENT

CENTRAL OREGON FIR SUPPLY CO., INC.

PHONE 306W BOX 1031
REDMOND, OREGON

Badger Volcanic Materials.
C.R. Badger 401 Riverfront
Bend Ore

DATE Sept 19-1950 19__

DATE	TICKET NO.	AMOUNT	BALANCE
Lumber Furnished for Bunkers. on State Hiway Job,–			
June 1950	Overdue:		$320.89

ST. NT

CENTRAL OREGON FIR SUPPLY CO., INC.

PHONE 306W
BOX 1031
REDMOND, OREGON

Badger Volcanic Materials·
C.R. Badger 401 RiverFront
~~Bend~~ Ore

DATE Sept 19-1950 19

DATE	TICKET NO.	AMOUNT	BALANCE
Lumber Furnished for Bunkers. on State Hiway Job;-			
June 1950	Overdue:		320.89

CENTRAL OREGON *Fir* SUPPLY CO., INC. Deschutes Co.

DOUGLAS FIR—PONDEROSA PINE—BUILDING SUPPLIES—WHOLESALE AND RETAIL
PHONE 306W
REDMOND, OREGON
BOX 1031

9-19-50

Mr S. H. Probert,
State Hi-Way Dept
Salem, Oregon

Dear Sir:-

We supplied Mr. Arnold Badger with timbers & Lumber for Bunkers for his State Hi-Way Job at Brothers under the name "Badger Volcanic Materials". The amount due is from June, He has ignored our statements, - We thought your influence might help him to become responsible.

Yours very truly,

J M Healy Mgr.
Central Oregon Fir Supply Co., Inc.
Redmond, Ore. - Phone 306 W

RECEIVED

FOR FILING

19-8306

3347

Mrs Lewis

September 25, 1950

COPY

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received a letter from Central Oregon Fir Supply Company, Inc., Box 1031, Redmond, advising that they furnished Mr. Arnold Badger lumber to construct bunkers for his State Highway job at Brothers. This material, they advise, was furnished in June in the amount of $320.89 and to date is not paid for. From the description given, it appears that their claim may be in connection with State Highway Contract No.3347 awarded to Grover C. Pomeroy and C. R. Badger for rock production on the Hampton-Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes counties.

This information is provided as the United Pacific Insurance Company appears as surety on the bond furnished in connection with Contract 3347.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Sedretary

FAQ:md

cc - Scellars, Foley & Rising, Inc.
143 South Liberty Street
Salem, Oregon

Grover C. Pomeroy and
C. R. Badger
4715 North River Road
Salem, Oregon

7-25-58

RECEIVED
OCT 6 1950
FOR FILING

19-8306

3347

Mrs Lewis

September 22, 1950

Hudson-Duncan & Co.
Wall at Marshall
Bend, Oregon

Attention: Mr. Ralph Adams

Gentlemen:

This is to acknowledge receipt of your claim in the amount of $274.26 against a Mr. Badger. Grover C. Pomeroy and C. R. Badger were awarded State Highway Contract No. 3347 for rock production on the Hampton-Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes counties. It may be that your claim is in connection with this contract.

Each State Highway contractor is required to furnish a performance bond with each contract awarded by the Commission. This bond insures completion of the work and also payment of bills incurred in connection with the contract.

The surety in the above contract is United Pacific Insurance Company whose agent in this instance is Scellars, Foley and Rising, Inc., 143 South Liberty Street, Salem, Oregon.

The State makes no attempt to determine the validity of claims against contractors, but these claims are noted in our records and we advise the surety and the contractor of their receipt.

If your claim is in connection with State Highway Contract 3347 it is suggested that it be filed with the Secretary of State. By so doing your claim will be protected for a period longer than six months following completion of the job and acceptance by the Commission. There is attached an excerpt from the Oregon Laws outling the procedure to make such a filing.

The contractor's address as we have it now is 4715 North River Road, Salem. This is a headquarter's address as their contract operation is in Central Oregon.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

RECEIVED
OCT 6 1950
FOR FILING

19-8306

3347

Mrs Lewis

September 22, 1950

Hudson-Duncan & Co.
Wall at Marshall
Bend, Oregon

Attention: Mr. Ralph Adams

Gentlemen:

This is to acknowledge receipt of your claim in the amount of $274.26 against a Mr. Badger. Grover C. Pomeroy and C. R. Badger were awarded State Highway Contract No. 3347 for rock production on the Hampton-Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes counties. It may be that your claim is in connection with this contract.

Each State Highway contractor is required to furnish a performance bond with each contract awarded by the Commission. This bond insures completion of the work and also payment of bills incurred in connection with the contract.

The surety in the above contract is United Pacific Insurance Company whose agent in this instance is Scellars, Foley and Rising, Inc., 143 South Liberty Street, Salem, Oregon.

The State makes no attempt to determine the validity of claims against contractors, but these claims are noted in our records and we advise the surety and the contractor of their receipt.

If your claim is in connection with State Highway Contract 3347 it is suggested that it be filed with the Secretary of State. By so doing your claim will be protected for a period longer than six months following completion of the job and acceptance by the Commission. There is attached an excerpt from the Oregon Laws outling the procedure to make such a filing.

The contractor's address as we have it now is 4715 North River Road, Salem. This is a headquarter's address as their contract operation is in Central Oregon.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

Hudson House

FINER FOODS

DATE ____________

HUDSON-DUNCAN & CO.

WHOLESALE GROCERIES, DRUG SUNDRIES, PRODUCE AND IMPORTERS
CORNER OF MARSHALL AND WALL
BEND, OREGON
BEND 377

H & D
DUNDEE
YAMHILL
OTTER

BRANCHES
THE DALLES
ALBANY
VANCOUVER
PASCO
LONGVIEW
McMINNVILLE
ROSEBURG

C. R. Badyer
State Highway Department
Glass Mountain

AMOUNT PAID ____________

THIS IS YOUR STATEMENT, PLEASE DETACH AND MAIL WITH YOUR REMITTANCE

3347 HUDSON-DUNCAN CO.

MAIL CHECK TODAY. PAST DUE.

			CREDITS	CURRENT INVOICES	
				3 54	
8-	2-50			49 22	
				73 81	
				143 77	
				3 92	274 26
		TOTAL			
		LESS CREDITS			
		DUE TODAY - TOTAL			274 26

OUR TERMS ARE WEEKLY PAYABLE FRIDAY OF FOLLOWING WEEK

H. D. 106

Hudson-Duncan & Co.

NORTHWEST GROWN FOODS

WALL AT MARSHALL
BEND, OREGON
PHONE 377

Fine Foods
Hudson House

September 19, 1950

Oregon State Highway Dept.
319 State Office
Salem, Oregon

Attention: Mr. S.H. Probert

3347

Gentlemen:

On the 2nd of August we obtained an order from a Mr. Badger employed by the State Highway Dept., Mr. Chandler, of the State Highway Office, Bend, Oregon, told us that Mr. Badger was bonded. Now we are unable to contact Mr. Badger and his account is past due. Any information you can furnish would be appreciated as we must have the money. Thank you.

Sincerely yours,

Ralph Adams
Hudson-Duncan & Co.
Bend, Oregon

REFERRED TO
BY SECRETARY

prepare usual letter
send copy of claim [illegible] to Commission [illegible]

RECEIVED
OCT 6 1950
FOR FILING

17-8306

3347

September 22, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Hudson-Duncan and Company, Wall at Marshall, Bend, Oregon, have advised by letter dated September 19, that a Mr. Badger owes them the sum of $274.26. The invoice date is given as August 2nd but there is no description of the materials or products furnished. It may be that this claim is in connection with State Highway Contract No. 3347 awarded to Grover C. Pomeroy and C. R. Badger for rock production on the Hampton-Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes counties.

This information is furnished as the United Pacific Insurance Company appears as the surety on the bond executed in connection with Contract 3347.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Scellars, Foley & Rising, Inc.
143 South Liberty Street
Salem, Oregon

Grover C. Pomeroy and
C. R. Badger
4715 North River Road
Salem, Oregon

RECEIVED
FOR FILING

19-8306

3347

June 16, 1950

Grover C. Pomery
& C. R. Badger
449 N. Capitol Street
Salem, Oregon

Gentlemen:

We are sending to you herewith a fully executed copy of Contract No. 3347, which was awarded to you on May 26, 1950, by the State Highway Commission, covering Rock Production on the Hampton - Gap Ranch Section of the Central Oregon Highway in Lake, Harney and Deschutes Counties. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:amc
Enc.

Recorded 6/21, J.C.

RECEIVED
JUN 2 1950
FOR FILING

19-8306

3344

June 2, 1950

Grover C. Pomeroy & C. R. Badger
449 North Capitol Street
Salem, Oregon

Gentlemen:

The State Highway Commission on May 26, 1950, awarded you the contract for work on the Hampton-Gap Ranch Section of of the Central Oregon Highway. This award was based on your low bid of $22,680.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

md

cc - S. H. Probert

U-322(1) Marion St. (Salem) Bridge 1950
Piers
#3348

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.

W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.

C. W. ENFIELD
CHIEF COUNSEL

March 10, 1954

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box [illegible]
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box [illegible]
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
[illegible] S. W. Broadway
Portland 5, Oregon

Re: Dorothy Reaney and Averill Reaney
v.
State Highway Commission
L 2156

Gentlemen:

This case was brought pursuant to a statute allowing abutting property owners to sue the State of Oregon for damages resulting from the change of grade of a city street by the State Highway Commission with the consent of the city. The property involved in this action is located on the south side of Marion Street in the middle of the block between Commercial and Front Streets. The property is improved with three frame apartment houses containing a total of 12 apartments, including the manager's apartment. The plaintiffs demanded damages in the amount of $25,000.00, and we denied any damages on the basis that the construction of the bridge approach did not constitute a change of grade of the street.

This matter came on for trial on Wednesday, March 3rd, before the Honorable George Duncan, Circuit Judge, in Salem, with the State being represented by Mr. Leonard I. Lindas, Mr. Ralph Wyckoff and Mr. John McLean of this office, and with the plaintiffs being represented by Mr. [illegible] Rhoten, Mr. Frazier Small and Mr. Walter Keyes, all of Salem.

Plaintiffs introduced value testimony of three persons with respect to the amount of damages suffered by the plaintiffs' property as a result of the construction of the bridge approach as follows:

Dorothy Reaney, plaintiff	$ 25,000.00
Jeffery Holbrook, Portland	19,000.00
[illegible] Mason, realtor, Salem	17,000.00

At the conclusion of the plaintiffs' case we moved the Court for an involuntary nonsuit on the grounds that the case did not come within the purview of the statute pertaining to change of grade for the reason that the bridge approach did not constitute a change of grade of the street. The Court, after hearing arguments and after considering case authority from other jurisdictions held as a matter of law that the bridge approach did constitute a change of grade of the center of the street and that the fact that the State had widened Marion Street, so as to leave available on each side of the bridge approach traffic lanes at the old grade of adequate width to accommodate two lanes of traffic, went to the matter of damages and was a proper consideration for the jury in assessing damages.

The damages to the subject property resulting from the construction of the bridge approach was appraised for the State by Mr. Elmer Kolberg in the sum of $750.00 and Mr. Leroy Draper in the sum of $[illegible],250.00. Mr. Draper, however, was not used as a witness, and the only value testimony introduced by the State was that of Mr. Kolberg in the sum of $750.00.

At the close of the State's case a motion for a directed verdict was made to the Court on the same basis as the motion for the involuntary nonsuit, on the grounds that construction of the bridge approach was not a change of grade within the meaning of the statute, which motion was denied by the Court in a ruling the same as that upon the motion for nonsuit. Likewise, an exception was taken to the Court's instructions to the jury that the construction of the bridge approach did constitute a change of grade.

After three days of trial the case was submitted to the jury and after deliberating for two hours the jury returned a verdict in the sum of $[illegible],000.00, which verdict, in our opinion, is quite favorable to the State and is in line with the settlement made with Mr. and Mrs. Douglas McKay with respect to damage suffered by their property, located at the corner of Front and Marion Streets, by reason of construction of the bridge approach.

The next case set for trial involving grade change damage by reason of construction of the Marion Street Bridge is that of Truck Sales and Service Company v. State, which trial is supposed to commence on May 10th, 195[illegible].

In all subsequent cases involving grade change damage by reason of construction of the approaches for either the Marion or Center Streets bridges, we intend to deny the change of grade and require a ruling by the Court upon this question so that in the event an unfavorable verdict is received in any of these subsequent cases, an appeal can be taken to the

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[illegible]

[illegible]

AGENDA
FEB 24 1954

2-K

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 18, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Please place the following matter upon the agenda for the February 24-25 Commission meeting:

Report on status of claims for damage resulting from change of grade in connection with the Marion Street Bridge in Salem.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L. May
ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh

C.C.R.

FORM E-123 30M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

AGENDA
FEB 24 1954

2-K

February 18, 1954

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

Re: Marion Street Bridge
Change of Grade Claims

Gentlemen:

The Marion Street Bridge in Salem was completed and accepted by the Commission on August 6, 1953. Under the provisions of ORS § 373.040 property owners affected by a grade change are required to institute an action within six months from the date of completion of the grade change and acceptance thereof by the Highway Commission, if they desire to press a claim for damages. This six-months period expired on February 6, 1954. Prior to February 6, 1954, the following actions were instituted against the State for the collection of damages resulting from alleged change of grade caused by the construction of the Marion Street Bridge:

Lebold v. State	Amount of claim $10,000.00
Weaver v. State	18,000.00
Reamey v. State	25,000.00
Klorfein v. State	30,000.00
McGilchrist v. State	10,000.00
Jones v. State	15,000.00
Corbett v. State	15,000.00
Truck Sales and Service, Inc.	30,000.00

The total amount of these claims is $153,000.00. In addition to the above claims in which legal proceedings have been instituted, a claim was submitted by the Douglas McKay Company. Negotiations have resulted in a settlement of this claim in the amount of $2,500.00. This settlement was approved by the Commission at a special meeting held by telephone on February 5, 1954.

I am enclosing herewith a print showing the Marion Street Bridge, together with the properties abutting thereon which are affected

C.C.R.

by the grade change. The title of the suit, the amount of the claim, and the name of plaintiffs' attorneys are shown on each parcel of property. You will note that the owners of all parcels affected have instituted action with the exception of A. J. and Mary Spong. These owners have presented no claim, and inasmuch as the statute of limitations has expired, will not now be able to institute an action.

At the present time we are conducting extensive research on the subject of whether the Marion Street Bridge constitutes a change of grade, although all of the law which we have found up until the present time indicates that there has been a change of grade. We are also exhaustively researching the question of what elements of damage will be compensable in the event the court holds this to be a change of grade and the plaintiffs to be entitled to damages. We intend to select one of the cases having facts most favorable to the Highway Commission and press the same to issue and to trial during the early part of March. By following this course of action we hope to solve many of the difficult questions involved so that future action may be governed accordingly.

Yours very truly,

C. W. ENFIELD
Chief Counsel

RLM:avh
cc - R. H. Baldock
H. B. Glaisyer
Leonard Lindas

REFERRED TO
By State Highway Engineer

OK
RBC
I discussed this with Enfield. It is a special case.

Salem, Oregon
February 5, 1954

The State Highway Commission met in special telephonic session at 10:30 a.m. in the State Highway Building. Present were:

Ben R. Chandler, Chairman
M. K. McIver, Commissioner
C. W. Enfield, Chief Counsel

Chairman Chandler called the meeting to order.

The Chief Counsel reported briefly the claims which have been made against the State by several property owners for damages resulting from the alleged change of grade of Marion Street in connection with the construction of the Marion Street Bridge. The Chief Counsel advised that Douglas McKay and Mabel C. McKay, copartners, doing business as McKay Company, had offered to accept the sum of $2,500.00 in full settlement of their claim. The real property owned by the McKay Company, consisting of a warehouse used for automobile storage, was appraised by Mr. Leroy Draper, and it was Mr. Draper's opinion that the property suffered damage in the amount of $2,500.00 by reason of the bridge construction. The Chief Counsel recommended that the proposed settlement be accepted. The Commission approved the recommendation and authorized the payment of the sum of $2,500.00 to Douglas McKay and Mabel C. McKay, copartners, doing business as McKay Company, upon receipt from them of a duly executed release of all claims.

There being no further business, the meeting adjourned.

Chief Counsel

Chairman

ATTEST:

Secretary

Commissioner

February 5, 1954

Mr. Balderston

This special telephonic meeting of the Commission was held at the request of Mr Enfield. The minutes entry was prepared by Bob May. It seems to fit their needs.

retn. 3/19

Salem, Oregon
February 5, 1954

The State Highway Commission met in special telephonic session at 10:30 A. M. in the State Highway Building. ~~on February 5, 1954.~~ Present were:

Ben R. Chandler, Chairman
A. K. McIver, Commissioner
C. W. Enfield, Chief Counsel

Chairman Chandler called the meeting to order.

The Chief Counsel ~~discussed~~ reported briefly the claims which have been made against the State by several property owners for damages resulting from the alleged change of grade of Marion Street in connection with the construction of the Marion Street Bridge. The Chief Counsel advised that Douglas McKay and Mabel C. McKay, copartners, doing business as McKay Company, had offered to accept the sum of $2,500.00 in full settlement of their claim. The real property owned by the McKay Company, consisting of a warehouse used for automobile storage, was appraised by Mr. Leroy Draper, and it was Mr. Draper's opinion that the property suffered damage in the amount of $2,500.00 by reason of the bridge construction. The Chief Counsel recommended that the proposed settlement be accepted. The Commission approved the recommendation and authorized the payment of the sum of $2,500.00 to Douglas McKay and Mabel C. McKay, copartners, doing business as McKay Company, upon receipt from them of a duly executed release of all claims.

There being no further business, the meeting [redacted] adjourned.

Chief Counsel

Chairman

Attest:
Secretary

Commissioner

[illegible]

Doug McKay damage

on through Marion co. apartment.

$2500.00

W.C. Paige Chandler & McMan [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

[illegible]

February 5, 1954

Douglas McKay and Mabel C. McKay
1685 Chemeketa Street
Salem, Oregon

Attention: Mr. W. C. Page

Dear Mr. and Mrs. McKay:

This is to advise that the State of Oregon, by and through its State Highway Commission, has elected to accept the offer contained in your letter of February 4, 1954, to pay to Douglas McKay and Mabel C. McKay, doing business as McKay Company, the sum of $2,500.00 for a complete release of all claims for damages which heretofore have accrued or which may hereafter accrue under ORS 373.040 to Lot 1, Block 60, Salem Addition, Marion County, Oregon, as described by deed recorded in Volume 452, at Page 734, arising out of or connected with the construction, operation and maintenance of a bridge across the Willamette River, a portion of which bridge and approaches thereto is located on Marion Street in the City of Salem, Oregon.

We shall prepare and forward to you a form of release to be executed before a notary public, upon receipt of which executed release your claim will be placed in line for payment, if you have title to the property above referred to, which matter is now being determined by a title search.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
Via Registered Mail
cc - R. H. Baldock
H. B. Glaisyer
R. L. May
F. A. Morgan
J. W. DeSouza
R. L. Porter
C. [illegible] Maison

MARION STREET BRIDGE

Sample	1	2	3	4
½	4.3	2.5	10.5	4.2
¼	31.0	33.4	29.5	28.5
10	26.2	25.9	23.6	26.0
40	13.4	16.9	11.4	14.2
80	8.7	4.8	8.3	8.8
200	5.2	5.6	5.6	5.6
P	5.1	5.4	5.3	5.6
AC	6.1	5.5	5.8	6.6

Analysis includes seal coat
AC increased approximately .5%
Effect on grading unknown except that the seal would add some to ¼-0

	1	2	3	4
Sp. Gr. Apparent	2.25	2.28	2.26	2.27
" 10+	2.68	2.69	2.67	2.68
" 10-	2.66	2.66	2.66	2.66
" Asph.	1.02	1.02	1.02	1.02
Real Sp. Gr.	2.43	2.46	2.44	2.41
VMA %	25.5	19.6	20.2	20.7
Total V %	7.51	7.3	7.32	5.98
Pen. Reclaimed Asphalt	64	59	54	

Analysis indicates the break-upis not caused by poorly constructed asphaltic concrete. Aggregate proportions are good. Asphalt content is sufficient, dust content is high but not excessive, reclaimed penetration is good.

The probable cause is that the wire grid held the asphalt-ic concrete away from the bridge deck at various points during construction. Heavy traffic started when the pavement was near freezing temperature. The consequent result was a breakdown of the raised points. A solution would be to heat the pavement as soon as possible by means of the electric grid. Traffic would then press down the raised points without breakage.

RECEIVED

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OREGON STATE HIGHWAY COMMISSION
(date)
April 25, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3348	10-final	Lee Hoffman	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
6595	B-14585	$ 8,501.84	4/25/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1950

Time Extensions: Extended to March 19, 1951

Completion Date: March 19, 1951

Date Accepted: April 13, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-27-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: APR 27 1951
a.a. Wicklander

NOTED ON CARD

RECEIVED
APR 1 9 1951
FOR FILING

[illegible]
3348

April 17, 1951

Mr. Lee Hoffman
P. O. Box 2028
Portland 14, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on April 13, 1951, had under discussion your request for an extension of time of 19 days, from March 1 to March 19, 1951, within which to complete your contract No. 3348 covering construction of Marion Street Bridge piers on the Salem-Dallas Highway in Marion and Polk Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Mason,
Division Engineer

L. L. Jenson,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON [illegible]

RECEIVED
APR 17 1951
FOR FILING

U-322 (1)

3348

April 16, 1951

General Casualty Company of America
C. A. Tomassene & Sons, Agent
614 Wilcox Bldg.
Portland 4, Oregon

Gentlemen:

State highway contract No. 3348, covering construction of the Marion Street Bridge piers on the Salem-Dallas Highway in Marion and Polk Counties, was completed by the contractor, Lee Hoffman, on March 19, 1951 and was formally accepted by the Highway Commission on April 13, 1951.

Final payment in the amount of $8,501.84 will be released to the contractor on or after April 26, 1951. The total contract amount is $248,506.25, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is given you as the General Casualty Company appears as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attn.: Surety Department

[illegible]

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U-22(1)

3340

April 9, 1951

Request for extension of time
No. 5. Last request for
April 12 and 13 meeting.

State Highway Commission

Gentlemen:

Re: Marion Street Bridge Piers
Contract No. 3340
Lee Hoffman, Contractor

Herewith request for a second extension of time, from March 1, 1951 to March 19, 1951, in order to complete the construction of the piers for the Marion Street Bridge over the Willamette River in Salem.

The contractor on this project has done everything possible to expedite the work. The piers are now complete well ahead of delivery of structural steel, and no inconvenience or additional cost has been caused the State. It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Department

Attached

GSP:gm

RECEIVED
FOR FILING
4-3-2 [illegible]

March 15, 1951

General Casualty Co. of America
C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Lee Hoffman on contract No. 3348, covering the Marion Street Bridge piers on the Salem-Dallas Highway, Marion County. This payment, in the amount of $14, 615.56, will be released on or after March 26, 1951. The retained percentage is $7,422.82.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Washington
Attn.: Surety Dept.

[illegible]

RECEIVED
JAN 8 - 1951
FOR FILING

H-322 (1)

[illegible]

December 29, 1950

Mr. Lee Hoffman
P. O. Box 2028
Portland 14, Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 19, 1950, had under discussion your request for an extension of time of 90 days, from November 30, 1950 to March 1, 1951, within which to complete your contract No. 3348 covering Marion Street Bridge Piers in Salem, Salem-Dallas Highway in Marion County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Eason,
Division Engineer

L. L. Jensen,
Resident Engineer

C. S. Paxson

NOTED ON CARD

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DEC 12 1950
FOR FILING

U- [illegible] (1)

[illegible]

December 5 1950

Request for Extension of Time
No. 4
December 19 and 20 Meeting

State Highway Commission

Gentlemen:

Re: Marion Street Bridge Piers
Contract No. 1348
Lee Hoffman Contractor

Herewith copy of contractor's request for an extension of time from November 30, 1950 to March 1, 1951 in which to complete the construction of the piers for the Marion Street Bridge over the Willamette River at Salem. The contractor in his request alleges as follows:

> Unusually early and severe high water flooded our work on pier 5 foundation on Oct. 26th. The river became so swift in flood stages as to prevent safely working on piers 3 or 4. Pier 5 cofferdam had required a seal due to soil conditions, this had delayed the foundation prior to the flooding of the cofferdam. The river dropped enough so we could pump the cofferdam on Nov. 13th. The seal was cleaned, the cap formed and poured on Nov. 15th. We were again flooded by the morning of Nov. 16th. There is still several feet of water over the top of the cofferdam. The cumulative delays will have put us into winter weather for the finishing with the consequent delays due to freezing etc.

This contractor has made every effort to expedite his job. Prior to the high water of October 26, he had worked three shifts a day for seven days a week. It is no fault of his that the work has not been completed on time.

Structural steel erection on these piers cannot begin until about the first of May, and the extension requested will not interfere with the progress of the completed job. It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours

R. H. Baldock
State Highway Engineer

GSP:ms
Attached

RECEIVED
AUG 1 1950
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

U1-322 (1)

3348

July 31, 1950

State Construction Company
1245 Poplar Place
Seattle 44, Washington

NOTED
W. C. WILLIAMS

Attention: Mr. Alfred [illegible], President

Gentlemen:

Upon my return to the office after a weeks absence I found on my desk your letter of the 24th relative to a controversy involving the bidder's bond given by State Construction Company in support of its bid submitted to the Highway Commission covering the construction of five piers on Marion Street as a part of a bridge over the Willamette River.

I have received today a letter on this same subject from Mr. Bruce representing Continental Casualty Company.

I have discussed this matter further with the Highway Commission during the past week and it is still the Commission's instructions that I proceed to collect the amount of the bond even if a resort to litigation is necessary.

In my reply to Mr. Bruce I told him that as soon as I can clear my desk of some accumulated work during my absence I will go into this subject further and if it appears then that a conference would prove helpful I will suggest it.

For your files I am enclosing a copy of my letter to Mr. Bruce.

Yours very truly,

J. M. DEVERS

JMD:JK
Encl.
cc:R.H. Baldock
W.W.Stiffler

RECEIVED
FOR FILING

4-322(1)

3348

July 3, 1950

Oregon State Highway Commission

Gentlemen:

Herewith is a copy of a letter from F. H. Davis, Bureau of Public Roads, in which the Bureau refuses to co-operate in the contract for the foundation and piers for the Marion Street Bridge, Salem.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:kd
Encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

June 20, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your inquiry relative to Bureau of Public Roads concurrence in the award of contract for the foundation and piers of the Marion Street Bridge, Salem, Oregon U-322(1), to the second low bidder at the May 26th bid opening.

As previously stated, under the circumstances, we do not consider disqualifying the State Construction Company at the second letting as justified. Further the award was actually made without prior concurrence by Public Roads as required by Section 1.10, (e), of the Regulations. Also it has been a long established policy of the Bureau of Public Roads not to participate on the basis of the low bid when the contract is awarded to a higher bidder without our concurrence.

Under the circumstances your request for concurrence in award and participation in cost is not approved.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUN [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1950
FORM E-125 30M 5-50
FOR FILING

File

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

June 28, 1950

[illegible]

3748

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

I have your letter of June 22 to which you attached a copy of Mr. Paxson's report to you dated June 19, concerning the complaint made by Mr. Lewis that the State's contractor was trespassing on his property.

For the present, the situation has been taken care of, but there was extreme trespass when the complaint was lodged. On receipt of your letter, I called Mr. DeArmond, who, in the absence of Don Young, was representing the property owner, Mr. Lewis, and Bob told me that when he made the complaint in the first instance, there was serious trespass to the detriment of Mr. Lewis, but that when the matter was brought to the attention of this office during our absence at the Reno Convention, Mr. Hall got in touch with Mr. Stiffler and Mr. Stiffler got in touch with Mr. Stephenson and the matter was taken care of. The complaint involved trespass by the contractor and trespass by his employees who were parking on his field. At the present, however, Mr. DeArmond says that the situation has been taken care of.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:FRC

(Copy sent to Mr. Paxson)

RECEIVED
JUN 26 1950
FOR FILING

11 3 2 2(1)
4P

Salem, Oregon
June 22, 1950

Mr. J. M. Devers

Herewith is a report from G. S. Paxson regarding the alleged trespass on the Lewis property in West Salem by the contractor who is constructing the piers for the Marion Street bridge.

R. H. Baldock

RHB:hi
Attachment

FORM E-30 25M 1-50 37535

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 19, 1950

SUBJECT:

To:

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

In accordance with your request, Mr. Stephenson has investigated the alleged trespass on the Lewis property in West Salem by the contractor for the piers for the Marion Street Bridge. He reports that there has been no trespassing on the Lewis property outside of the areas which are covered by our condemnation suit.

There is a parking area around the beer parlor at the end of Edgewater Street which is open to the public, and some of the contractor's employees parked their cars in this area for a few days. Since the area was undoubtedly set aside for patrons of this beer parlor, we have advised the contractor not to allow his employees to park in this parking area.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm

RECEIVED
JUN 19 1950
FOR FILING

U-322(1)

3348

June 16, 1950

Lee Hoffman
P. O. Box 2028
Portland 14, Oregon

Dear Sir:

We are enclosing herewith a fully executed copy of Contract No. 3348, which was awarded to you on May 26, 1950, by the State Highway Commission, covering Marion Street Bridge Piers on the Salem - Dallas Highway in Marion County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:amc
Enc.

Recorded

RECEIVED
MAY 31 1950
FOR FILING

May 31, 1950

Lee Hoffman
P. O. Box 2028
Portland 14, Oregon

Dear Mr. Hoffman:

On May 26, 1950, the State Highway Commission awarded you the contract for construction of five piers for the Marion Street Bridge over the Willamette River, Marion and Polk Counties. This award was based on your bid of $246,570.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

RECEIVED
JUN 1 1950
FOR FILING

11-523[illegible]

May 29, 1950

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Marion Street Bridge Piers
F. A. No. U-322 (1)

At the Commission meeting on May 26 three bids were received for the construction of the piers for the Marion Street Bridge over the Willamette River at Salem. Our estimate on this project was $246,890. The bids were as follows:

State Construction Company, Seattle	$228,282
Lee Hoffman, Portland	246,570
General Construction Company, Portland	250,320

At the previous letting on April 24, this same State Construction Company was low bidder on this project with a bid of $172,699. Minor changes had been made in the design which raised our estimate cost slightly, our estimate at the April 24 letting being $240,230. Subsequent to the April 24 letting, contract was awarded to the State Construction Company who refused to accept the award, alleging an error in the preparation of their bid. By this action they delayed the project and have caused a loss to the State exceeding the amount of their bid bond, which the Commission has ordered forfeited.

At the bid opening of May 26 their bid is again materially below our estimate of cost and below any other bidder on the project. In the judgment of the Highway Commission, the bids which they have submitted and their action in refusing award after the April 24 meeting indicate their lack of experience in this type of construction and support the judgment of the Commission that they are not the lowest responsible bidder and that the best interests of the State will be served by rejecting their bid and awarding the contract to the second low bidder, Lee Hoffman of Portland.

May 29, 1950

At the Commission meeting on May 26, you indicated that you did not concur in this award to the second low bidder. It is of utmost importance that a responsible contractor be given this project, in order that the work on the piers may be completed in time to permit the erection of steel early next spring. I would suggest that you re-examine the record in this matter, and if at all possible, concur in the action of the Highway Commission. If you can not do this, will you concur in the award if the cooperation of the Bureau of Public Roads be based on the low bid of the State Construction Company.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm

cc Ben R. Chandler
Chas. H. Reynolds
M. K. McIver
J. M. Devers
H. B. Glaisyer
G. S. Paxson

RECEIVED
1950
FOR FILING
OREGON DISTRICT
U-322(1)

DEPARTMENT OF COMMERCE
BUREAU OF [illegible]
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

May 11, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The revised P.S.& E. documents for Oregon Project No. U-322(1), Marion Street Bridge Piers on the Salem-Dallas Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your re-advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

S-75(3)   Willow Creek Br.   1950

#3349

RECEIVED
[illegible] 1951
FOR FILING

September 27, 1951

Valley Construction Co.
6100 N. E. Columbia Blvd.
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 12, 1951, had under discussion your request for an extension of time of 46 days, from April 30 to June 15, 1951, within which to complete your contract No. 3349 for construction of Willow Creek Bridge on the Imbler-Dry Creek Highway in Union County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

O. R. Kennen,
Resident Engineer

G. S. Paxson
Bridge Engineer

NOTED ON CARD

RECEIVED
SEP 6 1951
FOR FILING

S-75(3)

3349

September 4, 1951

Request for extension of time
No. 2
September 12 meeting.

State Highway Commission

Gentlemen:

Re: Willow Creek Bridge in Union County
Contract No. 3349
Valley Construction Company, Contractor

Herewith application for a third extension of time for the completion of work on the Willow Creek Bridge in Union County. This project was previously extended twice, the first time from the completion date of September 30, 1950 to November 29, 1950, and the second time from November 29, 1950 to April 30, 1951. The only work remaining at that time was the removal of the abutments of the old structure. Due to high water, this was not done until in June of 1951, and the present request, for extension from April 30 to June 15, 1951, is to cover the removal of these abutments.

There was no inconvenience to traffic, nor was there any additional cost to the State. We are recommending that the extension be granted without penalty to the contractor. Attached hereto is a copy of the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm
cc H. B. Glaisyer
G. S. Paxson
R. H. Baldock
W. C. Williams

RECEIVED
SEP 21 1951
FOR FILING

5-75(3)

3349

ORIGON STATE HIGHWAY COMMISSION
(date)
August 2, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3349	4-final	Valley Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12179	B-20505	$ 1,389.80	Aug. 2, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: Extended to June 15, 1951 without penalty

Completion Date: June 15, 1951

Date Accepted: Sep. 12, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-18-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:
a. a. Wicklander

RECEIVED
JUL 1 6 1951
FOR FILING

3349

L-95(1)

July 13,1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State highway contract No. 3349 covering construction of the Willow Creek Bridge on the Imbler-Dry Creek Highway, in Union County, was completed by the contractor, Valley Construction Co., on June 15, 1951 but has not as yet been accepted by the Commission.

Final payment in the amount of $1,389.80 will be made to the contractor after acceptance by the Highway Commission. The total contract amount is $13,422.23, of which amount $64.73 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
5 1951
FOR FILING

8-75(3)

3349

February 2, 1951

Valley Construction Co.
6100 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 23, 1951, had under discussion your request for an extension of time of 152 days, from November 29, 1950 to and including April 30, 1951, within which to complete your contract No. 3349 covering construction of Willow Creek Bridge on the Imbler-Dry Creek Highway in Union County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

O. R. Kennen,
Resident Engineer

G. S. Paxson

NOTED ON CARD

2-2-51 gl

RECEIVED
JAN 19 1951
FOR FILING

[illegible]

[illegible]

January 18, 1951

Request for extension of time
No. 14
January 23 and 24 meeting.

State Highway Commission

Gentlemen:

Re: Willow Creek Bridge in Union
County, Contract No. 3349

The Valley Construction Company, contractor for the Willow Creek Bridge on the Imbler-Dry Creek County Road in Union County, has requested a second extension of time to and including April 30, 1951. The contract completion date was September 30, 1950. It was previously extended to November 29, 1950.

Work on the structure other than concrete finishing was completed within the first time extension, and because of weather conditions we have directed the contractor to postpone the finishing until spring.

It is recommended that the extension be granted without penalty to the contractor. This recommendation has the concurrence of the Bureau of Public Roads, copy of which is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
NOV 2 - 1950
FOR FILING

11-1-50

3347

November 1, 1950

Valley Construction Co.
6100 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 26, 1950, had under discussion your request for an extension of time of 60 days, from September 30 to November 29, 1950, within which to complete your contract No. 3349 covering construction of Willow Creek Bridge on the Imbler-Dry Creek Highway in Union County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

O. H. Kennen,
Resident Engineer

G. S. Paxson,
Attn.: W. A. Reeves

NOTED ON CARD

RECEIVED
OCT 27 1950
FOR FILING

S-75(2)

3347

October 25, 1950

Request for Extension of Time
No. 13
November 9 and 10 Meeting

State Highway Department

Gentlemen:

Re: Willow Creek Bridge in Union County
Contract No. 3349

The Valley Construction Company, contractor on the construction of the Willow Creek Bridge on the Imbler-Dry Creek county road in Union County, has requested an extension of time from September 30, 1950 to November 29, 1950 to complete the work on this project.

Our investigation shows that the contractor ordered his material in plenty of time, but that, due to the amount of treated timber now being used and the limited capacity of the treating plants, he was not able to get delivery of the treated piling until September 19. This treated piling is the first material to be used in the bridge construction. Since that time, the contractor has kept an adequate crew on the job and has pushed the work in a satisfactory manner.

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
FOR FILING

X 75 (3)

3349

June 16, 1950

Valley Construction Company
6100 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3349, which was awarded to you on May 26, 1950, by the State Highway Commission, covering the Willow Creek Bridge on the Imbler - Dry Creek Highway in Union County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:amc
Enc.

Recorded

31-3407 La Grande Storage Building 1950

#3350

RECEIVED
SEP 1[illegible] 1950
FOR FILING

31-3407

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 15, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3350 3350	3-final	Bechtel Bros.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15076	456	$ 405.20	September 15, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 18 1950

NOTED ON CARD
9-15-50

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 15, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3350	3-final	Bechtel Bros.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15076	456	$ 405.20	September 15, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1950

Time Extensions: None required

Completion Date: Aug. 10, 1950

Date Accepted: Aug. 21, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: Sep. 18, 1950

To the Accounting Division:

Release of the above warrant is hereby authorized.

HBGlaisyer

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
AUG 28 1950
FOR FILING

31-3107

3350

August 25, 1950

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

Please be advised that State Highway Contract No. 3350, covering construction of storage building at La Grande, in Union County, has been completed by the contractor, Bechtel Brothers, and that final payment in the amount of $405.20 will be made on or after September 5, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $2,590.00, and that no force account work was performed on the project. This contract was completed on August 10 and accepted by the Commission on August 21, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
1950
FOR FILING

31-3407

June 30, 1950

Bechtel Brothers
Elgin, Oregon

Gentlemen:

We enclose herewith a fully executed copy of Contract No. 3350, which was awarded to you on May 26, 1950, by the State Highway Commission, covering a Storage Building at La Grande, Oregon, in Union County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

Secretary

OREGON STATE HIGHWAY COMMISSION

amc
Enc.

Recorded

6/30, g.c

RECEIVED
MAY 31 1950
FOR FILING

May 31, 1950

Bechtel Bros.
Elgin,
Oregon

Gentlemen:

The State Highway Commission on May 26, 1950 awarded you the contract for a frame storage building at the La Grande Shops. This award was based on your low bid of $2,640.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

33-3407 The Dalles Storage Building 1950

#3351

RECEIVED
FOR FILING

33-3407

OREGON STATE HIGHWAY COMMISSION

August 22, 1950
(Date)

3351 1-final		Mid-State Construction Co.
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
13432	380585	4,060.00	8/18/50

[illegible]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: AUG 28 1950 aaw

[illegible]

OREGON STATE HIGHWAY COMMISSION

August 22, 1950
(Date)

3351 1-final
(Contract No.) (Est. No.)

Mid-State Construction Co.
(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
13432	380585	4,060.00	8/18/50

~~xxxxx~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Aug. 31, 1950

Completed: July 12, 1950

Contract Accepted: July 26, 1950

Time Extensions: None required

Penalties: None of record

Claims: None of record

Remarks:

ACCOUNTING DIVISION

Date: 8-23-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
AUG - 2 1950
FOR FILING

33.2207

3351

August 1, 1950

Thomas R. Hudson Insurance
303 East 2nd Street
The Dalles, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3351, for constructing storage building at The Dalles, Wasco County, has been completed by the contractor, Mic-State Construction Co., and that final payment in the amount of $4,060.00 will be made on or after August 10, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $4,060.00, and that no force account work was performed on the project. This contract was completed on July 12 and accepted by the Highway Commission on July 26, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD

RECEIVED
JUL 31 1950
FOR FILING

33-3407

3351

July 25, 1950

Mid-State Construction Company
810 Union Street
The Dalles, Oregon

Gentlemen:

Following your phone call this morning investigation was made as to the status of payment for work done in connection with Contract 3351 for construction of a storage building at The Dalles.

Our records show that this work was started June 20 and completed July 12, 1950, but to date no estimate has been received from the Field Engineer. Mr. W. A. Reeves, Office Engineer in the Bridge Department, advised that he would contact Mr. Koons at The Dalles immediately to expedite submission of the estimate.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - W. A. Reeves

RECEIVED
JUN 21 1950
FOR FILING

33-3457

3351

June 20, 1950

REGISTERED MAIL

Mid-State Construction Company
Box 456
The Dalles, Oregon

Gentlemen:

Your Contract No. 3351 for construction of The Dalles Storage Building in Wasco County has been received in this office fully executed.

We are, therefore, returning your certified check No. 619 drawn on The Dalles Branch of The United States National Bank of Portland in the amount of $210.00 which you submitted with your proposal on May 26, 1950.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

RECEIVED

FOR FILING

33-3407

3351

Jun 16, 1950

Mid-State Construction Company
810 Union Street
The Dalles, Oregon

Gentlemen:

We are sending to you herewith a fully executed copy of Contract No. 3351, which was awarded to you on May 26, 1950, by the State Highway Commission, covering a Storage Building at The Dalles, Oregon, in Wasco County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:amc
Enc.

Recorded 6/16

RECEIVED
MAY 31 1950
FOR FILING

RECEIVED

May 31, 1950

Mid-State Construction Company
P. O. Box 456
The Dalles, Oregon

Gentlemen:

The State Highway Commission on May 26, 1950 awarded you the contract for construction of a frame storage building at The Dalles Maintenance Station. This award was based on your low bid of $4,120.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

334-1704 Hillsboro (North 10th Ave.) 1950
Sec. on N. 10th Ave. in Hillsboro
#3352

Form A-150—5M—8-49

NOTED
J. W. CATTRALL

INVOICE
Oregon State Highway Commission
SALEM, OREGON

RECEIVED
OCT 6 1950
ENGINEER
COUNTY & CITY RELATIONS

City of Hillsboro
Hillsboro, Oregon

Attn: c/o J. W. Larney, City Mgr.

Invoice No. 17334
Date October 5, 1950
Your Req. No.
Billing Request No. 08 14
Credit distribution: 334-1704-299

Agreed City share of cost to pave N. 10th Avenue from Main Street to the northeast city boundary.

Special City Allotment Project covered by agreement dated May 22, 1950.

	Advance Deposit		$4,500.00
Contract Items		$15,153.30	
Engineering		1,051.37	
Total		$16,204.67	
Less State's Share		15,000.00	
Agreed City Share			1,204.67
	To be refunded		$3,295.33

ACKNOWLEDGMENT OF BILLING REQUEST

State Printing Dept. 33936

October 5, 1950

Mr. J. W. Barney
City Manager
Hillsboro, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

This is to inform you that the final cost of the special city allotment project on 10th Street from Main Street to the northeast city boundary in Hillsboro is $16,204.67. Under the terms of the agreement dated May 22, 1950, the City is due a refund of $3,295.33. This refund represents the difference between the $4,500 advance deposit made by the City and the City's share of the total cost of $1,204.67 based on the final costs. This refund will be forwarded through our Accounting Department in the near future.

A detailed statement of final costs is as follows:

Class "B" Asph. Conc.	1,937.63 tons	@ $7.60 =	$14,725.99
Emulsified Asph. in Seal Coat	6.485 "	@ 40.00 =	259.40
Agg. in Seal Coat	28 c.y.	@ 6.00 =	168.00
	Total Contract Items	=	$15,153.39
	Engineering	=	1,051.28
	Total Cost	=	$16,204.67

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM

RECEIVED
7 1950
FOR FILING

334-1704

3352

OREGON STATE HIGHWAY COMMISSION
(date)
August 31, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3352	3-final	Parker-Schram Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14006	381562	$ 500.00	Aug. 30, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

OREGON STATE HIGHWAY COMMISSION
(date)
August 31, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3352	3-final	Perker-Schram Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14006	381562	$ 500.00	Aug. 30, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1950

Time Extensions: None required

Completion Date: July 13, 1950

Date Accepted: July 26, 1950

Penalties: None of Record

Claims: None of Record

Remarks:

Date: Oct. 31, 1950

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
AUG 14 1950
FOR FILING

334-1404

3352

August 14, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3352, for paving on the Hillsboro (N. 10th Ave.) Section in Washington County, has been completed by the contractor, Parker-Schram Co., and that final payment in the amount of $500 will be made on or after August 24, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $15,153.39, and that no force account work was performed on the project. This contract was completed on July 13 and accepted by the Highway Commission on July 26, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON (

RECEIVED
AU[illegible]
FOR FILING
334-1704

August 8, 1950

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Parker-Schram Co., on contract No. 3352, for paving on the Hillsboro (North 10th Ave.) Section in Washington County. This payment, in the amount of $1,193.19, will be made on or after August 16, 1950. The retained percentage is $500.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 4th. 1950, 19

Section Hillsboro (N. 10th. Ave.)

Kind of work Paving

Highway City Street

Section prefix 334 - 1704

Contractor Parker - Schram Co.

Contract number 3352

Date of Contract May 26th. 1950, 19

Date of completion July 31st. 1950, 19

Date work started June 12th. 1950, 19

Estimated date of completion July 13th. 1950, 19

Amount of contract $14,584.00

Per cent of time elapsed 74 %

Estimated cost of completed project, exclusive of engineering $15,153.39

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 893.71, 103 %

Date project was completed July 13th. 1950, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semifinal estimate together with the supporting records was completed and delivered to the Division Engineer early this week.

This is the final weekly report for this job.

NOTED
H. W. LIBBY

RECEIVED
AUG 8 - 1950
OFFICE OF
CONSTRUCTION ENGINEER

Signed A B Dean

Address Portland Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.325
Miles partially completed					
Miles completed					0.325
Total estimated quantities					1850 T.
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..............................County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels.............., Power graders.............., Rollers.............., Mixers.............., Crushing or screening plants..............

Compressors.............., Bulldozers.............., Sheep-foot rollers.............., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Clear		
Wednesday	"		
Thursday	Fair		
Friday	"		
Saturday	"		

August 3, 1950

Mr. J. W. Barney
City Manager
Hillsboro, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Contract No. 3352 with Parker-Schram Co., for the paving of North 10th Avenue from Main Street to the northeast city limits was completed July 13, 1950 and accepted by the Highway Commission on July 26, 1950.

Under the terms of the agreement between the Highway Commission and the City of Hillsboro dated May 22, 1950, the City assumes the maintenance of and continues jurisdiction over the above city street as of the date of completion, July 13, 1950.

Also, under the terms of the agreement, as soon as available, a copy of the final costs will be furnished to the City and an adjustment will be made as to City's share in the final costs of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

RECEIVED
JUN 19 1950
FOR FILING

334-1704

3352

June 16, 1950

Parker-Schram Company
200 Builders Exchange Building
Portland, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3352, which was awarded to you on May 26, 1950, covering Paving on the Hillsboro (North 10th Avenue) Section of City Street in Washington County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:amc
Enc.

Recorded [illegible]

June 1, 1950

NOTED
J. W. CATTRALL

Mr. J. W. Barrey
City Manager
Hillsboro, Oregon

Dear Sir:

The Highway Commission at its May 25-26 meeting awarded a contract to Parker-Schram Company of Portland, Oregon for the N. 10th Avenue project in the City of Hillsboro. The contract calls for 0.32 mile of paving and is to be completed on or before July 31, 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

RECEIVED
MAY 31 1950
FOR FILING

34-2704

3352

May 31, 1950

Parker-Schram Company
200 Builders Exchange Building
Portland, Oregon

Gentlemen:

The State Highway Commission on May 26, 1950 awarded you the contract for paving of the North 10th Avenue Section in Hillsboro. This award was based on your low bid of $14,584.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

SUMMARY OF BIDS RECEIVED

Project N. 10th Ave. - Hillsboro F. A. Project No.

Highway City St. Engineer's Estimate 17,209 00

County Wash Date Bids Received 5-26

Name and Address of Bidder	Amount of Bid
P. L. [illegible]	14,559 00

Authorization	
1. Contract amount	$ 14,559 00
2. Anticipated Add. items:	
State force landscaping	
Subtotal, Items 1 to 2	$ 14,559 00
3. Cont. & Engr. (10%)	1455 90
Subtotal, Items 1 to 3	$ 16,014 90
4. Credit for maint. rock	—
Net authorization, Constr.	$ 16014 90
5. Rights of way	—
6. Survey	50.00
Net authorization, Constr. R. of W. and Survey	$

Engineer's Recommendation

[illegible] to [illegible] Bidder

Cert # 3352
334-1704

Asst. State Highway Engineer

of Bidder	Amount of Bid
F. L. [illegible]	14,584 00

Authorization

1. Contract amount $ 14,584 —
2. Anticipated Add. items:

State force landscaping

Subtotal, Items 1 to 2 $ 14,584 —

3. Cont. & Engr. (10%) 1458 40

Subtotal, Items 1 to 3 $ 16042 40

4. Credit for maint. rock —

Net authorization, Constr. $ 16042 40

5. Rights of way —
6. Survey 50.00

Net authorization, Constr. R. of W. and Survey $ 16092 40

Additional contracts required:

Expected ultimate cost $

Engineer's Recommendation

[illegible]

Card # 3352
334-1704

Asst. State Highway Engineer

State Highway Engineer

District Engineer, P. R. A.

Salem, Oregon
May 25, 1950

Mr. H. G. Smith
Construction Engineer

Mr. A. G. Skelton
Division Engineer

NOTED
J. W. CATTRALL

Attached is an unexecuted copy of an agreement with the City of Hillsboro for the improvement of N. 10th Avenue from the $250,000 city allotment fund.

The distribution of copies of this agreement is as follows:

Secretary, Highway Commission	1
City of Hillsboro	1
Construction Department	1
County and City Relations	1
Division No. 1	1

John W. Cattrall
Engineer, County and City Relations

[redacted]
Att.

cc: Mr. L. H. Warfield

NOTED
Harold C. [illegible]

RECEIVED
MAY 24 1950
FOR FILING

33550

7

May 24, 1950

[illegible]

J.W. Barney, City Manager
City Hall
Hillsboro, Oregon

Dear Sir:

We are enclosing herewith, for the records and files of your city a fully executed copy of an agreement between the State Highway Commission and the City of Hillsboro, covering the Special City Allotment for the improvement of North 10th Avenue (Cornell Road) from Main Street to the northeast city boundary.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

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FORM E-30 25M 6-48 32902

34-11 [illegible]

335 [illegible]

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Attached please find Bank Draft No. 25577 dated May 16, 1950, from the City of Hillsboro. This draft, in the amount of $4,500, is the City's deposit made in accordance with an agreement covering special city allotment project. Bids are being called for this project on the 26th of May.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

cc: Mr. M. H. Hawke,
Chief Accountant

Check to Acc Div.
5-16-50
+ Query

May 11, 1950

Mr. J. W. Barney
City Manager
Hillsboro, Oregon

Dear Sir:

Enclosed are two copies of an agreement covering the construction of North 10th Avenue (Cornell Road) from Main Street to the northeast city boundary. This agreement is in accordance with the special city allotment project as approved by the Highway Commission on December 19, 1949.

Your attention is called to paragraph (h) under "THINGS TO BE DONE AND OBLIGATIONS ASSUMED BY THE CITY" which provides that the city shall deposit $4,500 with the state at the time the city executes this agreement. Your letter of December 3, 1949, indicates this deposit has the approval of the City Council. Please make this deposit by means of a certified check payable to the Oregon State Highway Commission.

As we are planning to call for bids on this project this month it would be appreciated if this agreement could be executed by the proper city officials, attested, and both copies returned to John W. Cattrall, Engineer, County and City Relations, c/o Oregon State Highway Department, P. O. Box 30, Salem, Oregon, prior to May 17, 1950. After execution by the Highway Commission a duly executed copy will be returned for the city's records. Please accompany the signed agreements with the above mentioned certified check.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. W. CATTRALL

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

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FEB 10 1950
FOR FILING

34-1914

33[illegible]

February 10, 1950

Hillsboro

Mr. J. N. Barney
City Manager
Hillsboro, Oregon

Dear Mr. Barney:

Thanks a lot for your letter of February 7, 1950, calling attention to a misstatement in my letter of January 27, 1950, regarding the amount of the city's participation in the cost of improving Cornell Road in your city as a Special State Tax Street Fund Project.

I have checked with the County and City Relations Engineer and find that his records coincide with yours.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

CITY OF HILLSBORO

HARRY M. [illegible]OLD
Mayor
J. W. BARNEY
City Manager
E. M. BOWMAN
City Recorder
W. C. CHRISTENSEN
City Treasurer
P. L. PATTERSON
City Attorney

COUNCILMEN
THOS. C. DOYLE, Ward 1
H. L. BICKFORD, Ward 1
HARLEY CRUSE, Ward 2
L. J. ALTER, Ward 2
CHAS. A. PLUMSTEAD, Ward 3
A. H. ABTS, Ward 3

HILLSBORO, OREGON

February 7, 1950

Oregon State Highway Commission

Salem, Oregon

Attn: Mr. H. B. Glaisyer

Gentlemen:

This will acknowledge receipt of your letter of January 27, 1950 regarding state expenditures out of the Special Tax Street Fund, on Cornell Road in the City of Hillsboro, Oregon.

I believe you have been given the wrong information as set up in paragraph two in your letter. The $4500 mentioned is an amount that the city expects to spend on the paving in excess of the $15,000 provided by the State.

The city has spent $18,597.91 in grading, draining, constructing curbs and base rock surfacing.

I feel that your records should show the correct expenditures by the city on this project.

Very truly yours,

J W Barney
J. W. Barney, City Manager

JWB:h

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AISYER

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FOR FILING

325

34-1704

4L

January 27, 1950

Mr. J. W. Barney
City Manager
Hillsboro, Oregon

Dear Mr. Barney:

This note is simply to inform you that the State Highway Commission at its last meeting approved an expenditure of $15,000 of 1949 Special State Tax Street Funds for the paving of a .325 mile section in your city, northerly from its intersection with Main Street to the eastern city limits.

The Commission approved this project with the understanding that the city has already completed its obligation with respect thereto, which was to grade and rock-surface the street, at an estimated cost of $4,500.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

Salem, Oregon
January 5, 1950

Mr. H. G. Smith

Construction Engineer

At its December 19-20 meeting the Highway Commission approved a Special City Allotment project in Hillsboro estimated to cost $19,500. Of this amount the city is to pay all costs over and above $15,000.

Enclosed are three sets of a tabulation giving a brief description of the proposed project and a preliminary estimate of the costs. It would be appreciated if you would forward two of these tabulations to the Division Engineer concerned.

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

NOTED
J. W. CATTRALL

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FOR FILING

3252

34-1734

Salem, Oregon
December 27, 1949

Mr. John W. Cattrall

The Commission has approved the North 10th Avenue Project in Hillsboro in the amount of $15,000 - State, $4,500 - City, as a 1949 Special State Tax Street Fund project.

W. C. Williams

WCW:ms

December 21, 1949

Mr. J. W. Barney
City Manager
Hillsboro, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

This is to inform you that the State Highway Commission on December 19 approved a project in the City of Hillsboro to be constructed from the Special City Fund as provided by Chapter 149, Oregon Laws 1949.

Said project, as approved, provides for placing of asphaltic concrete on N.E. 10th Avenue (Cornell Road) from Main Street to the northeast city limits. The City is to grade and drain, place curbs and base rock, and pay all costs of the asphaltic concrete over and above the sum of $15,000.

You will be contacted at a later date to work out details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Acting Engineer,
County and City Relations

JFH:MM

NOTED
Harold C. Ayers

RECEIVED
DEC 14 1949
FOR FILING

34-5704

2362

December 13, 1949

Members of the State Highway Commission

Gentlemen:

Mr. Baldock wrote you yesterday recommending a Special State Tax Street Fund Project in the City of Hillsboro. It is my understanding that the enclosed material should have been attached to that report, which was inadvertently overlooked.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

Enc.

RECEIVED
DEC 13 1949
FOR FILING

24-17-1

3345

4-f

December 12, 1949

Oregon State Highway Commission

Gentlemen:

You have previously approved projects in various cities of the state, estimated to cost $250,000, for the 1949 special State Tax Street Fund. Due to underruns on a number of the projects, it is now quite certain that there will be an approximate $15,000 underrun of the $250,000 amount that must be expended according to legislative action.

To take up this balance we are presenting to you for your consideration a project in the city of Hillsboro, the estimated cost of which is $19,500. Of this amount the State will pay $15,000 and the City $4,500. The work involves the paving of .325 mile on 10th Avenue, which is a street serving a rapidly developing residential area and is subject to a large amount of farm and industrial hauling, and which street is now carrying an average traffic of approximately 1,656 vehicles. This project was formerly approved by the Commission but was withdrawn at the request of the City of Hillsboro because it did not believe it would be able to complete the grading and rock surfacing of the street which the City proposed to do. The City, however, has now completed the grading and rocking and has done an excellent job.

This particular street section well qualifies for participation in the special fund by reason of the residential development adjacent to it and the amount of farm and industrial hauling.

This matter will be on the next agenda for your consideration, and I recommend approval of the project on the basis of $15,000 state funds and $4,500 city, as a 1949 project.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. John W. Cattrall

FORM E-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 8, 1949

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Enclosed are nine copies each of a brief description, estimate of cost, and map with the project limits shown in red of a project in the City of Hillsboro recommended for approval under the 1949 Special City Allotment.

Also enclosed are six copies of a tabulation showing the status of 1948 and 1949 allotment projects. The latest available costs on jobs contracted in 1949 show considerable under-run from the original authorization. From past experience, State Force jobs are expected to also under-run, although final costs for these projects are not yet available.

In view of the above, and to ensure obligation of the entire $250,000 for 1949, approval of an additional project would seem desirable.

Projects in Phoenix and Paisley previously approved for construction with either 1949 or 1950 funds will allow sufficient flexibility for adjustment of annual allocations.

John W. Cattrall
Acting Engineer,
County and City Relations

By John F. Hagemann
John F. Hagemann
Field Engineer

JFH:MM
Encl.

$250,[illegible]ity Allotment
(1949)

HILLSBORO

Recommendation for repair and improvement of N. E. 10th Avenue (Cornell Road) based upon its use by a large amount of farm and industrial hauling. A traffic count found a 24 hour daily average of 1,656 vehicles.

This project was previously approved by the Commission on January 24, 1949, but cancelled in April, 1949, at the request of the City, the City having decided they would be unable to complete the street preparation in time for paving in 1949.

City now advises they have the curbs and drainage constructed and have graded and based the street and wish to have the project approved for paving in the spring. An inspection of the street discloses that the City has done an excellent job and the street is now ready for paving.

HCA:MM
12/2/49

$250,000 City Allotment
))

HILLSBORO

PRELIMINARY ESTIMATE

N. E. 10th Avenue (Cornell Road) from Main Street to N. E. city limits a distance of approximately 0.325 miles.

Place 4" of asphaltic concrete pavement 40' width.

Item	Quantity	Unit Price	Total
Preparation of Base	0.325 miles	$1,000.00	$ 325.00
Asphaltic Concrete Type "B"	1900 tons	9.00	17,100.00
Preliminary Estimate of Construction			$17,425.00
Plus 10% Engineering & Contingencies			1,742.50
Estimated Preliminary Engineering			200.00
			$19,367.50

Total Estimate - - - $19,500

HCA:MM
12/2/49

$250,00 [illegible] Allotment
(1949)

HILLSBORO

PROPOSED PROJECT

Place 4" thickness of asphaltic concrete pavement, on grade prepared by city, 40 feet in width.

HCA:MM
12/2/49

$250,000 City Allotment (1949)

DIVISION I

City	County	Population	Estimated Cost State	Estimated Cost City	Estimated Cost Total	Length in Miles
Hillsboro	Washington	3747	$15,000	$4,500	$19,500	0.325

Description: N. E. 10TH AVENUE (CORNELL ROAD) from Main Street to N.E. city limits.

Place asphaltic concrete 4" thickness 40' width.

City to grade, place curbs, drainage and base rock. Also pay a part of paving costs.

HCA:MM
12/5/49

STATUS OF 1948 CITY ALLOTMENT PROJECTS, NOVEMBER 1, 1949

CONTRACTS COMPLETED

City	Contract No.	Date Completed	Date Accepted by Commission	Cost State	Cost City	Cost Total
*Beaverton	3055	10-18-48	11-4-48	$ 6,507.38	$ - - - -	$ 6,507.38
*Brownsville	3030	8-10-48	12-20-48	14,371.21	5,748.49	20,119.70
*Central Point	3040	9-18-48	11-4-48	11,992.40	- - - -	11,992.40
*Dallas	3031	12-1-48	4-11-49	8,270.00	3,000.00	11,270.00
*Florence	3047	9-30-48	11-4-48	9,392.05	- - - -	9,392.05
Freewater	3170	10-18-49	11-8-49	22,250.00	8,750.00	31,000.00
*Independence	3031	12-1-48	4-11-49	12,803.33	3,081.27	15,884.60
Milton	3170	10-18-49	11-8-49	4,500.00	- - - -	4,500.00
*Myrtle Point	3029	9-1-48	9-13-48	14,415.10	- - - -	14,415.10
*Newport	3048	10-2-48	11-4-48	10,219.51	- - - -	10,219.51
Oakridge	3078	6-23-49	6-28-49	14,250.00	- - - -	14,250.00
*Powers	3026	9-9-48	1-24-49	7,460.87	- - - -	7,460.87
*Riddle	3029	9-28-48	11-4-48	12,789.89	- - - -	12,789.89
*Sweet Home	3030	8-10-48	12-20-48	22,931.20	7,677.43	30,608.63
Tillamook	3053	8-12-49	9-21-49	11,437.50	19,062.50	30,500.00
***Waldport	3160	7-25-49	8-19-49	6,136.54	- - - -	6,136.54
*West Salem	3031	12-1-48	4-11-49	19,440.38	16,054.47	35,494.85
***Willamina	3169	7-30-49	8-19-49	6,500.00	3,500.00	10,000.00
			Total	$215,667.36	$66,874.16	$282,541.52

STATE FORCE PROJECTS

		State	City	Total
Bandon		$ 917.26	$ - - - -	$ 917.26
Burns		7,592.16	- - - -	7,592.16
Cornelius		1,010.55	- - - -	1,010.55
Dufur		5,394.46	- - - -	5,394.46
Garibaldi		3,355.08	255.30	3,610.38
Oakland		757.83	- - - -	757,83
Ontario		4,456.81	- - - -	4,456.81
Reedsport		1,484.40	- - - -	1,484.40
Siletz		1,701.09	- - - -	1,701.09
***Lakeview		7,663.00	- - - -	7,663.00
	Total	$ 34,332.64	$ 255.30	$ 34,587.94
	GRAND TOTAL	$250,000.00	$67,129.46	$317,129.46

* Final voucher paid.

** Waldport and Willamina projects were approved as either 1948 or 1949 projects in order to utilize balance of 1948 funds. Balance of the $6,336.54 estimated total cost of the Waldport project ($200) is shown under 1949 projects.

*** Work performed by Lake County forces.

STATUS OF 1949 CITY ALLOTMENT PROJECTS, NOVEMBER 1, 1949

CONTRACTS COMPLETED

City	Contract No.	Date Completed	Date Accepted by Commission	Estimated Cost State	Estimated Cost City	Estimated Cost Total
*Dallas	3205	9-7-49	9-21-49	$ 9,700.00	$ - - - -	$ 9,700.00
Drain	3187	9-28-49	11-8-49	9,000.00	- - - -	9,000.00
*Gresham	3164	7-28-49	8-1-49	4,000.00	- - - -	4,000.00
*Harrisburg	3154	8-11-49	8-19-49	7,300.00	4,700.00	12,000.00
Lebanon	3201	10-22-49	11-8-49	15,000.00	29,000.00	44,000.00
Redmond	3175	8-31-49	9-21-49	9,500.00	6,000.00	15,500.00
Rogue River	3176	9-10-49	11-8-49	11,000.00	- - - -	11,000.00
*Scappoose	3148	6-2-49	6-28-49	8,200.00	- - - -	8,200.00
*Sweet Home	3162	8-29-49	9-21-49	9,300.00	- - - -	9,300.00
Toledo	3197	7-20-49	8-1-49	4,200.0	4,800.00	9,000.00
**Waldport	3169	7-25-49	8-19-49	200.00	- - - -	200.00
Yoncalla	3187	9-28-49	11-8-49	9,100.00	- - - -	9,100.00
			Total	$ 96,500.00	$44,500.00	$141,000.00

CONTRACTS NOT COMPLETED

City	Contract No.	State	City	Total
Gold Beach	3213	$ 14,000.00	$16,000.00	$ 30,000.00
Prairie City	3188	18,000.00	- - - -	18,000.00
	Total	$ 32,000.00	$16,000.00	$ 48,000.00

STATE FORCE PROJECTS

City	State	City	Total
Coquille	$ 5,000.00	$ - - - -	$ 5,000.00
Gladstone	15,000.00	- - - -	15,000.00
Hood River	7,000.00	- - - -	7,000.00
Lakeview	10,000.00	- - - -	10,000.00
Mosier	5,000.00	- - - -	5,000.00
Vale	14,500.00	- - - -	14,500.00
Total	$ 56,500.00	$ - - - -	$ 56,500.00

PROJECTS NOT YET CONTRACTED

City	State	City	Total
Chiloquin	$ 8,500.00	$ - - - -	$ 8,500.00
Ione	10,800.00	- - - -	10,800.00
***Myrtle Creek	15,000.00	- - - -	15,000.00
North Powder	6,600.00	- - - -	6,600.00
****Paisley	10,000.00	- - - -	10,000.00
****Phoenix	12,000.00	- - - -	12,000.00
Total	$ 62,900.00	$ - - - -	$ 62,900.00
GRAND TOTAL	$247,900.00	$60,500.00	$308,400.00

* Final voucher paid

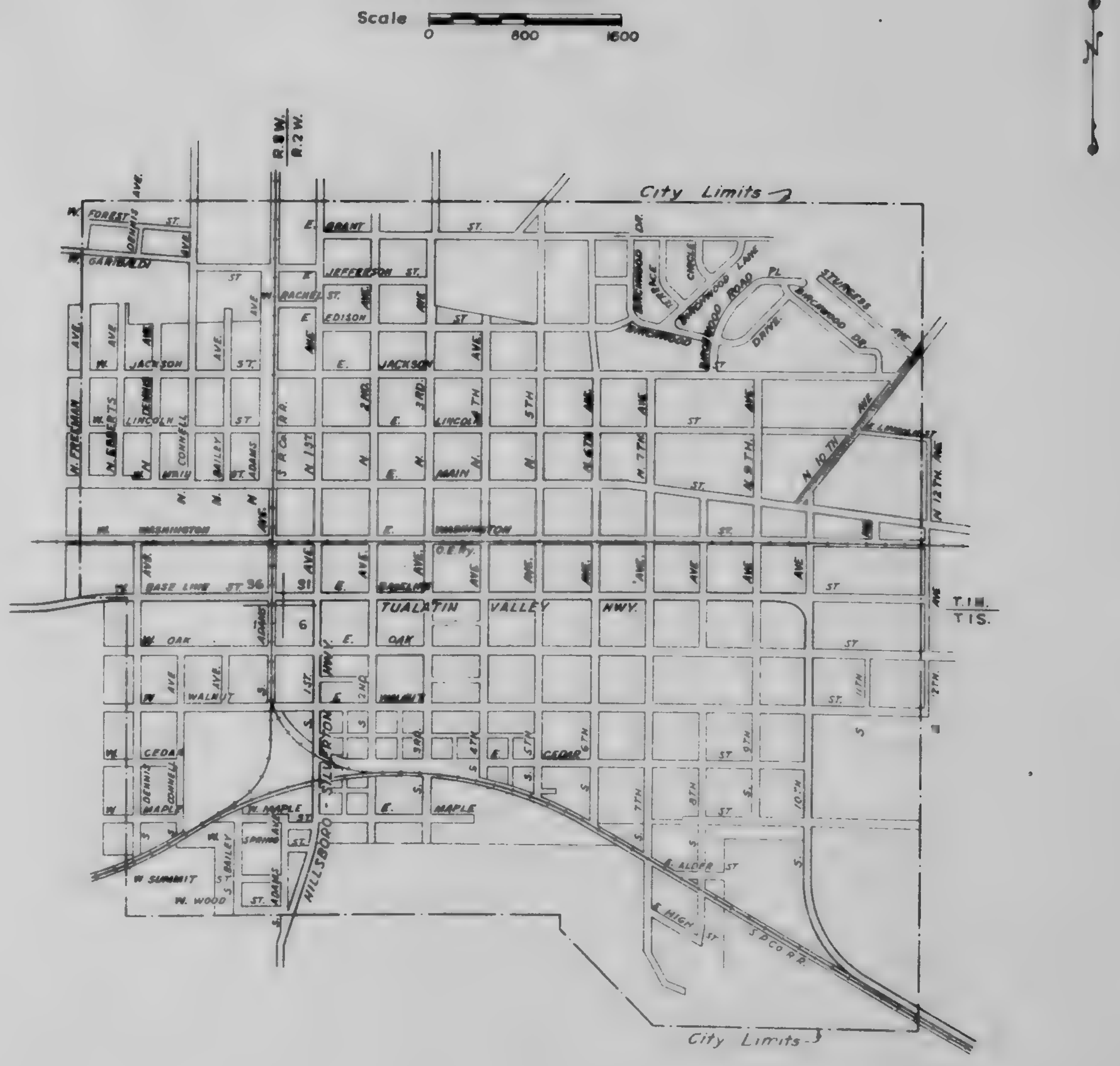
** Waldport approved for either 1948 or 1949 funds. See 1948 tabulation for $6,136.54 balance of estimated $6,336.54 total cost.

*** Original project cancelled due to overloads permitted by agreement. This represents revised project approved by Commission on June 28, 1949.

**** Approved for either 1949 or 1950 funds.

NOTE: Projects for Hillsboro and Tillamook were approved by the Highway Commission but have since been cancelled at citie's request.

HILLSBORO


Scale
0
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N
R.3W.
R.2W.
T.1N.
T.1S.
City Limits
City Limits
W. FOREST ST.
DENNIS AVE.
W. GARIBALDI AVE.
E. GRANT ST.
E. JEFFERSON ST.
W. RACHEL ST.
E. EDISON
W. JACKSON ST.
E. JACKSON
W. LINCOLN ST
E. LINCOLN
N. FREEMAN AVE.
N. EDBERTS
N. DENNIS
CONNELL
BAILEY
ADAMS
N. MAIN
E. MAIN
S. P. Co. RR.
N 1ST
2ND
3RD
4TH
5TH
N. 6TH
N. 7TH
N. 9TH
N 10TH AVE
N 12TH AVE
W. WASHINGTON AVE.
E. WASHINGTON ST.
O.E.Ry.
W. BASE LINE ST.
36
31
6
E. BASELINE
TUALATIN VALLEY HWY.
W. OAK
E. OAK
W. WALNUT
E. WALNUT
1ST
2ND
W. CEDAR
E. CEDAR
W. MAPLE ST.
E. MAPLE
SPRING
W SUMMIT
W. WOOD ST.
S. BAILEY
ADAMS
HILLSBORO - SILVERTON HWY.
BIRCHWOOD DR.
TERRACE
CIRCLE
BIRCHWOOD LANE
BIRCHWOOD ROAD PL
DRIVE
STURGESS AVE
11TH
12TH
7TH
8TH
9TH
10TH
E. ALDER ST
E HIGH ST
S. P. Co. R.R.

CITY OF HILLSBORO

HARRY M. SEABOL
Mayor
J. W. BARNEY
City Manager
E. M. BOWMAN
City Recorder
W. C. CHRISTENSEN
City Treasurer
P. L. PATTERSON
City Attorney

COUNCILMEN
THOS. C. DOYLE, Ward 1
H. L. BICKFORD, Ward 1
HARLEY CRUSE, Ward 2
L. J. ALTER, Ward 2
CHAS. A. PLUMSTEAD, Ward 3
A. H. ABTS, Ward 3

HILLSBORO, OREGON

December 3, 1949

NOTED
J. W. CATTRALL

Mr. John W. Cattrall, Acting Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

With reference to the application of the City of Hillsboro for assistance in repairing Cornell Road.

Under date of December 1, 1949, the city received a letter from your office estimating the cost of the repairs at $19,500, $15,000 of which will be paid by the state out of the $250,000 special street tax fund, and the balance of $4,500 to be paid by the city.

This matter was presented to the City Council of the City of Hillsboro on December 2, 1949, and it was regularly voted by the City Council that I communicate with you giving their approval of the proposed construction and estimate of cost.

Very truly yours,

J W Barney
J. W. Barney, City Manager and
City Engineer

JWB:h
enc:1

RECEIVED
DEC 5 1949
ENGINEER
COUNTY [illegible] RELATIONS

NOTED
Harold C. Ayres

12-1-49

Hillsboro

Mr. J. W. Barney City Manager has called a Council meeting for noon on Dec. 2 (says he has talked to 3 or 4 of them) and will send letter no later than Saturday agreeing to pay all costs over $15,000.

H.C.R.

NOTED
J. W. CATTRALL

December 1, 1949

Mr. J. W. Barney
City Manager
Hillsboro, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Reference is hereby made to the application of the City of Hillsboro for assistance in repairing Cornell Road under the terms of the $250,000 special street tax fund act.

The total cost of construction of the proposed project is presently estimated to be $19,500 and is to consist of the final preparation of the grade and the placing of 4" thickness of asphaltic concrete 40' in width, or from curb to curb. As the State Highway Commission has set a limit of $15,000 that may be spent in any one city in a given year, it will be necessary for the city to pay all costs over and above this amount.

It is planned to submit this project to the Commission for approval at the next meeting which will be held on the 19th and 20th of December, and we desire a letter from the city setting forth approval of the proposed construction and costs.

Will you please see that the letter is sent to Mr. John W. Cattrall as soon as possible.

Very truly yours,

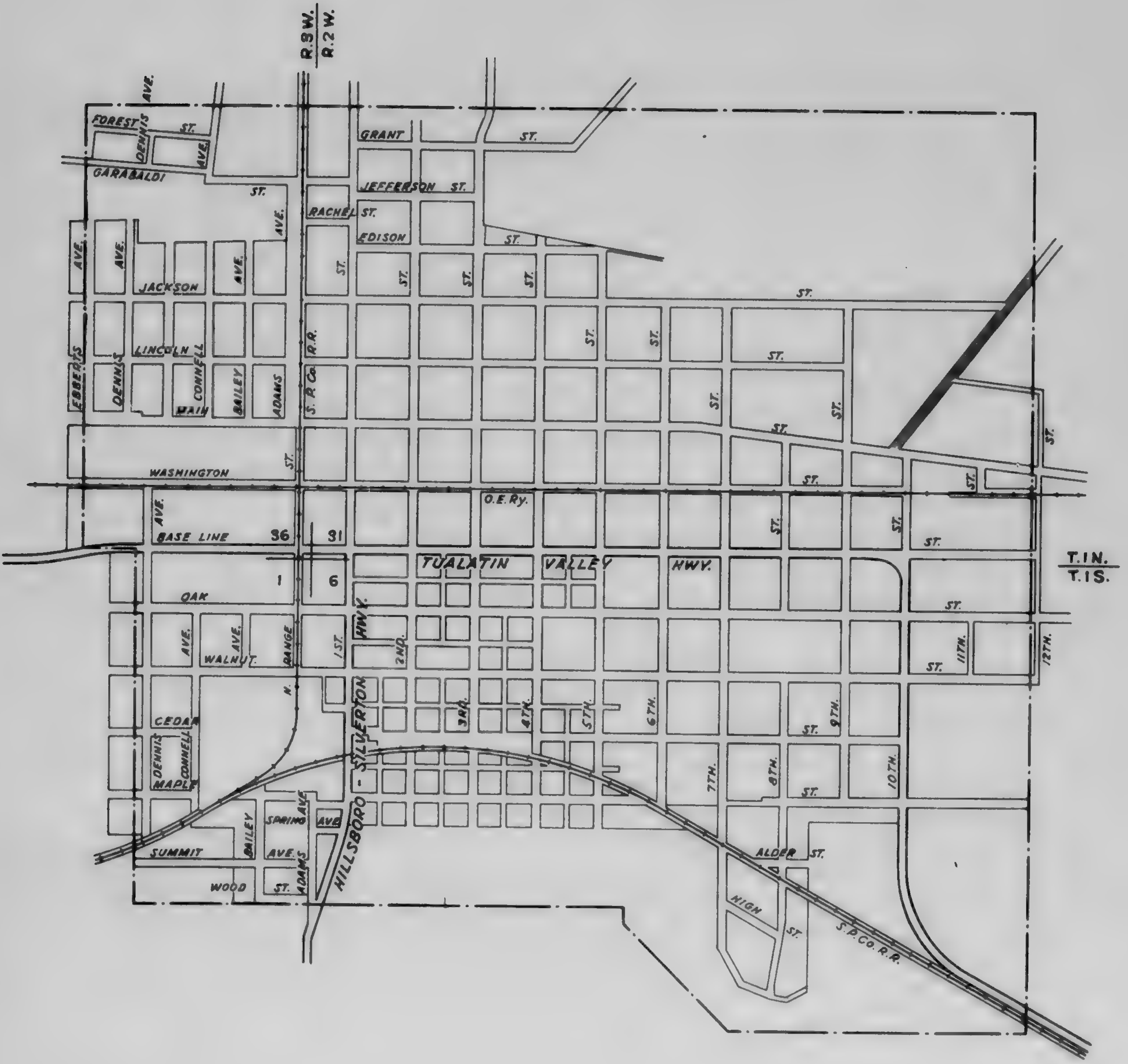
John W. Cattrall
Acting Engineer,
County and City Relations

H.C.A.
By: H. C. Ayers
Field Engineer

NOTED
Harold C. Ayers

HCA:MM

HILLSBORO



R.3W.
R.2W.
FOREST ST.
DENNIS AVE.
AVE.
GARABALDI ST.
GRANT ST.
JEFFERSON ST.
RACHEL ST.
EDISON ST.
AVE.
JACKSON
LINCOLN
EBBERTS
DENNIS
CONNELL
MAIN
BAILEY
ADAMS
S.P.Co. R.R.
WASHINGTON ST.
ST.
O.E.Ry.
AVE.
BASE LINE
36
31
1
6
TUALATIN VALLEY HWY.
OAK
AVE.
WALNUT
RANGE
1ST.
2ND.
HWY.
CEDAR
DENNIS
CONNELL
MAPLE
SPRING AVE.
SUMMIT
BAILEY AVE.
ADAMS
WOOD ST.
HILLSBORO - SILVERTON
3RD.
4TH.
5TH.
6TH.
7TH.
8TH.
9TH.
10TH.
11TH.
12TH.
ALDER ST.
HIGH ST.
S.P.Co. R.R.
T.1N.
T.1S.

$250,000 City Allotment (1950)

Hillsboro 11-4-49

Preliminary Estimate

Cornell Road from Main Street to N.E. City Limit.
a distance of 0.325 miles

1740 linear feet - 40' width 69600 sq. ft.

Asphaltic Concrete 4" thickness

Preparation of grade	0,325 mile @ 1000.00	$325.00
Asphaltic Concrete	1900 tons @ 9.00	17100.00
		$17425.00
		1742.00
		$19,167.00
		200.
		$19,367.00

Total Cost of project	$19,500.00
Cost to State	15,000.00
Cost to City	$4,500.00

In addition City to grade, place curbs, base rock and surfacing and place street in condition to receive pavement. Approximately $15,000.00

(See Mr. Barney) H.C.G.

May 18, 1949

Mr. J. V. Barney
City Manager
Hillsboro, Oregon

Dear Sir:

This is to acknowledge receipt of two copies of a resolution requesting aid under the Special $250,000 City Street Act.

Your resolution will be placed on file pending investigation by a representative of this Department.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

JFH:MM

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

RESOLUTION

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Hillsboro, Oregon is an incorporated city of the State of Oregon, and has a population of 3747, as given by the latest official census, and

WHEREAS, the following streets of said city, Cornell Road, from East Main Street to the easterly city limits.

NOTED
J. W. CATTRALL

____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular ~~or special~~ session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: Cornell Road, from East Main Street to the easterly city limits
____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Hillsboro, Oregon does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 3d day of May, 1949.

Attest: E M Bowman Recorder

Harry M Seabold Mayor

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - - -

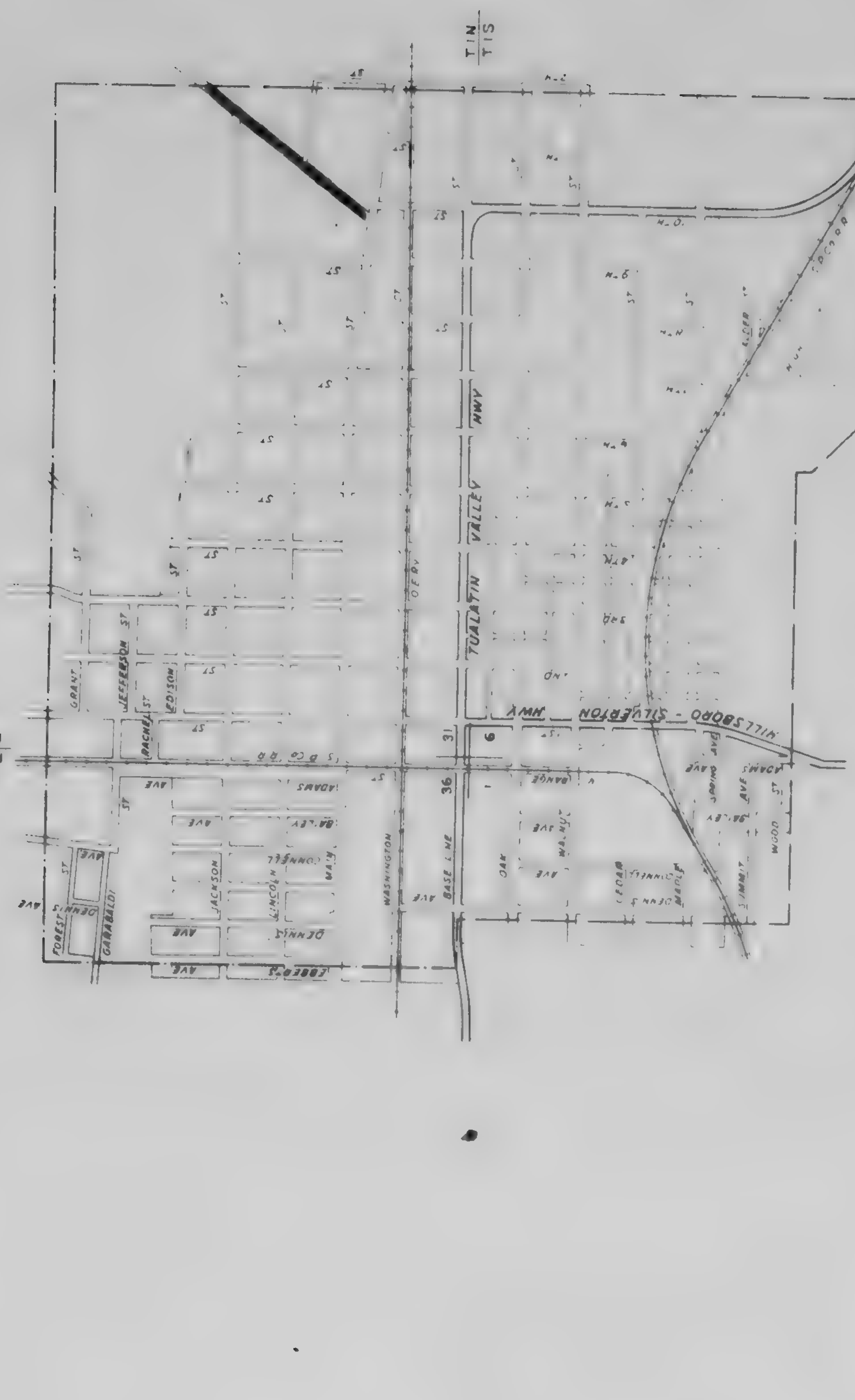
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Hillsboro, Oregon at a regular ~~or special~~ meeting of said council, held on the 3rd day of May, 1949, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 10th day of May, 1949

E M Bowman

E. M. Bowman, City Recorder

HILLSBORO



T1N
T1S
R2W
R3W
TUALATIN VALLEY HWY
HILLSBORO - SILVERTON HWY
BASE LINE
WASHINGTON
31
6
36
1
GRANT ST
JEFFERSON ST
RACHEL ST
EDISON ST
ADAMS
BAILEY
CONNELL
JACKSON
LINCOLN
MAIN
DENNIS AVE
FOREST
GARIBALDI
OAK
WALNUT
CEDAR
MAPLE
SUMMIT
WOOD ST

FORM E-123X 12M 2-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 22, 1949

RECEIVED
APR 25 1949
ENGINEER
COUNTY & CITY RELATIONS

Oregon State Highway Commission

Gentlemen:

You have previously approved a request of the City of Hillsboro for expenditure of $5,200 of 1949 Special State Tax Street Funds in Hillsboro.

When the city originally requested the improvement, it planned to grade and gravel surface the street to be improved as its portion of co-operation, which was estimated to cost $10,300. The state was to pave the street at an estimated cost of $5,200.

The city now advises that it will not be able to complete the grading and surfacing of the street this year, and, therefore, asks that the street project be canceled for the year 1949. The city will ask that the work be done with 1950 State Tax Street Funds.

I recommend cancellation of the project this year, with the money to revert to the unobligated balance. If the street is ready for paving in 1950, it will be recommended to you as a project for that year.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. S. H. Probert
Mr. H. G. Smith
Mr. A. G. Skelton
Mr. John Cattrall

NOTE
Harold C. Ayers

Salem, Oregon
April 18, 1949

Mr. W. C. Williams
OFFICE

In a letter dated April 6, Mr. J. W. Barney, City Manager of Hillsboro, requests that the Special $250,000 Street Fund project on North Tenth Avenue, as approved for 1949, be cancelled.

After conferring with abutting property owners, the City decided to lower the street grade before paving. The City will, with their own forces, perform the necessary grading and place base rock this year. After maintaining the street throughout the winter as a gravel surface, they will request a Special $250,000 project for paving in 1950.

The project as approved in 1949 called for the State to place 2" of asphaltic concrete on the existing 20' pavement and 4" of asphaltic concrete 8' wide on each side. The total cost was estimated at $15,500 of which the City would pay $10,300 and the State $5,200. The cancellation of this project will release $5,200 of obligated State money.

John W. Cattrall
Acting Engineer,
County and City Relations

By: John F. Hagemann
Office Engineer

JFH:MM

cc: Mr. S. H. Probert, Office Engineer
Mr. N. G. Smith, Construction Engineer
Mr. A. G. Skelton, Division Engineer

NOTED
JOHN W. CATTRALL

April 13, 1949

Mr. J. W. Barney
City Manager
Hillsboro, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of April 6, 1949.

As set forth in this letter, the City presently desires to cancel the project as originally approved for 1949, do certain work by city forces this year, and make application for a paving project in 1950.

Enclosed please find two copies of a resolution form for making application for aid under the $250,000 special street fund act. When the details of the proposed project have been worked out please fill out this resolution, have the City Council adopt it, and return one signed copy to this office.

Thank you for your cooperation in this matter.

Very truly yours,

Forrest Cooper
Engineer, County and City Relations

By

John W. Cattrell
Assistant Engineer

JFH:[illegible]
Encl.

NOTED
JOHN W. CATTRALL

CITY OF HILLSBORO

HARRY M. SEABOLD
Mayor
J. W. BARNEY
City Manager
E. M. BOWMAN
City Recorder
W. C. CHRISTENSEN
City Treasurer
P. L. PATTERSON
City Attorney

COUNCILMEN
THOS. C. DOYLE, Ward 1
H. L. BICKFORD, Ward 1
HARLEY CRUSE, Ward 2
L. J. ALTER, Ward 2
CHAS. A. PLUMSTEAD, Ward 3
A. H. ABTS, Ward 3

HILLSBORO, OREGON

April 6, 1949

Mr. Harold C. Ayers
Assistant Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon

RECEIVED
APR 8 1949
ENGINEER
COUNTY & CITY RELATIONS

Dear Sir:

In the matter of the application of the City of Hillsboro for assistance in the reconstruction of Cornell Road within the City of Hillsboro.

At the regular council meeting on April 5, 1949, the city council decided to abandon the project as set up.

The new plan adopted by the council is by the request of the property owners and would be to improve the Cornell Road section to a width of 40 feet lowering the grade line to conform as nearly as practicable to the property elevations on either side which requires the reconstruction of the entire street area.

This decision was reached partly because of the desire of the property owners, but principly because we feel that the present surface on the road is of insufficient depth to provide a stable roadway under the present traffic, particularly log hauling routed over the street and we felt before any additional money is expended on the street that we should be sure of a stable base.

It is our hope that we will be able to obtain assistance from the funds made available by the State Highway Commission for surfacing in 1950 and would be pleased to receive from you the necessary application forms.

It is our intention now to do the grading, drainage and base surfacing this year and maintain the street as a gravel street during this coming winter, the paving to be done as early in 1950 as possible.

NOTED
JOHN W. CATTRALL

NOTED
Harold C. Ayers

I wish to personally thank you for your cooperation in this matter as I feel it is in the best interests of all concerned that the street be actually reconstructed before additional funds are expended.

Very truly yours,

J. W. Barney, City Manager and
City Engineer

JWB:gh
cc: H. M. Seabold, Mayor
enc: 2

250,000 (49)

Hillsboro

3-29-49

Saw J. W. Barney, city manager, with regard to improvement of Cornell Road.

Suggested to Mr. Barney that city grade all of street to fit abutting property then base and pave.

Mr. Barney said he would contact property owners and council and would then let us know.

Advised him it was not too late to cancel job for 49 and would recommend paving in 50 if city prepared street properly.

HGG

NOTED
FORREST COOPER

Hillsboro 3-10-49

Picked up Clay Cornett and drove to Hillsboro, in answer to Mr. Barney's request for consultation on the proposed paving job on Cornell Road.

Mr. Barney stated he knew it would be better to place 4" of asphaltic concrete, but city was short of funds at the present time and the city's cost of preparing the street would be costly, He said they would go for 3" of asphalt as the basis of agreement and if he found any way to raise more funds would propose job to receive 4" and make price agreement at time of actual construction.

Mr Cornett was in agreement with the plan and said he would work up the job in this manner.

Mr. Barney requested we plan on obtaining city share by placing lien on street tax funds.

H. C. Ayers

NOTED
[illegible] W. C[illegible]TRALL

CITY OF HILLSBORO

HARRY M. SE[illegible]OLD
Mayor
J. W. BARNEY
City Manager
E. M. BOWMAN
City Recorder
W. C. CHRISTENSEN
City Treasurer
P. L. PATTERSON
City Attorney

COUNCILMEN
THOS. C. DOYLE, Ward 1
H. L. BICKFORD, Ward 1
HARLEY CRUSE, Ward 2
L. J. ALTER, Ward 2
CHAS. A. PLUMSTEAD, Ward 3
A. H. ABTS, Ward 3

HILLSBORO, OREGON

February 14, 1949

RECEIVED
FEB 16 1949
ENGINEER
COUNTY & CITY RELATIONS

Mr. Forrest Cooper
Engineer, County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Cooper:

With reference to the proposed improvement of Cornell Road in the City of Hillsboro.

Mr. A. G. Skelton, Division Engineer, was in the office a few days ago discussing this project and suggested four inches of asphalt paving material on the widened portion with two inches on the present traveled portion.

I would like to discuss this project further with you at your first opportunity as I feel that four inches of pavement on the shoulders is perhaps desirable but not absolutely necessary as we have been getting quite satisfactory results with two inches or two and one half inch depth. In fact, Tenth Street directly south of the project was designed for a two inch pavement for the full thirty-six foot width and according to the tonnage it averaged about two and one half inches in thickness when completed.

The amount of asphaltic material used to make a four inch depth would materially increase the cost of the project and I am not sure that we would be able to finance the improvement on that basis.

I appreciate your consideration of this matter and as before stated will be glad to discuss the proposition with you at your convenience.

Very truly yours,

J W Barney

J. W. Barney, City Manager

JWB:gh

NOTED
Harold C. Ayers

NOTED
JOHN W CATTRALL

Sheet _____ of _____

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Hillsboro Logged by HCA Car No. 4645

Road or Street Cornell Road .33 Recorder HCA

Date 7-22-48 Weather Warm Project 250000 (49)?

M. P.	Location	Length	Width	Type	Condition	Remarks
.00	Highway		20'	Oiled	Old	Cracked up
.03	Y				Fair	quite heavily
.14	& E. Lincoln					base appears
.25	Intersection					to be thick and
.325	City Limit					strong enough in
						[illegible]

City plans on putting in curbs and drainage this fall and winter and will pay for base rock and extra width to 40'. changed to 36' width later.

City has just finished laying 2" of A.C. on 114' section for $8.25 ton & hauled from Portland.

7. Hillsboro typical of our [illegible]

Hillsboro. 7-22-48

Preliminary Estimate

N. 10th Ave - O'Connell Road - E. Main to Easterly C/L

.325 miles = 1716 lin feet - proposed 36' in width

State to place 2" asphaltic concrete 20' in width.
City to place base rock on balance, 16' width
and pay for 5" A.C on 16' width.
City [illegible] on placing curb and drainage

State Cost

1716' x 20' x 2" = 34320□' x .01216 + 10% = 458 ton @ 10.00 $4580.00

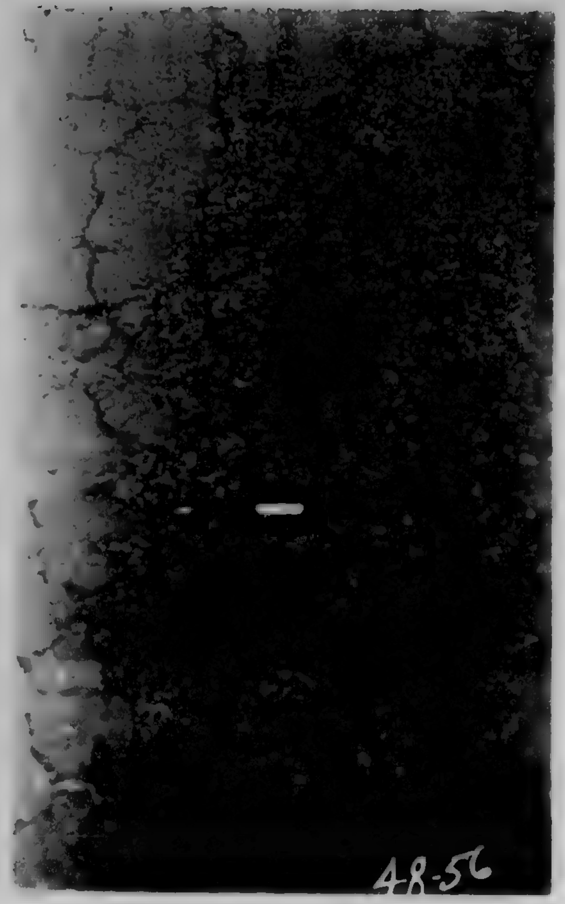
City Cost

1716' x 20 x 5 = 27456" x .03040 + 10% = 917 @ 10.00 9170.00

13750.00
10% 1375.
15,125.00
[illegible] 300
$15,425

State $5200.00
City 10,300.00
Total $15,500.00

(Note. City let contract in '48
A.C. $8.25 ton in place
[illegible])


48-56

Hillsboro 7-[illegible]

Cornell Road, Typical of condition
of entire street

May [illegible]

[illegible] City Council
[illegible]
[illegible] as a report [illegible] the
[illegible] account
[illegible]
[illegible]
[illegible]
[illegible]
[illegible] 1600
[illegible]
the [illegible] There is
[illegible] road over which
[illegible]
A Inspection of the street shows some
[illegible]
[illegible]
it would [illegible] well.

[illegible]

Gravel 11 miles Haul [illegible]

$2.40 - 1" Vanaken Sand & Gravel
[illegible]
1.25 [illegible] [illegible]

.325 mile 1716 ft

CITY OF HILLSBORO

E. A. GRIFFITH
Mayor
J. W. BARNEY
City Manager
E. M. BOWMAN
City Recorder
W. C. CHRISTENSEN
City Treasurer
P. L. PATTERSON
City Attorney

COUNCILMEN
H. M. SEABOLD, Ward 1
H. L. BICKFORD, Ward 1
B. F. PILE, Ward 2
L. J. ALTER, Ward 2
W. V. McKINNEY, Ward 3
A. H. ABTS, Ward 3

HILLSBORO, OREGON

March 4, 1948

Oregon State Highway Commission
Salem, Oregon

Dear Sir: Attention Mr. Oscar Cutler

Enclosed, herewith, two copies of resolution duly signed by the Mayor and Recorder of the City of Hillsboro, requesting assistance on North Tenth Avenue, commonly known as Cornell Road in the City of Hillsboro, as per your letter of February 24th.

Thank you for your cooperation in this matter.

Very truly yours,

CITY OF HILLSBORO

J. W. Barney, City Manager

JWB:mh
Encls.

RECEIVED
MAR 5 1948
ENGINEER
COUNTY & CITY RELATIONS

RESOLUTION

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of **Hillsboro** is an incorporated city of the State of Oregon, and has a population of **3747**, as given by the latest official census, and

WHEREAS, the following streets of said city, **North Tenth Avenue commonly known as Cornell Road, between East Main Street and the easterly boundary of the City of Hillsboro**

____

____

____

____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: ________

North Tenth Avenue, commonly known as Cornell Road, between East Main Street and the easterly boundary of the City of Hillsboro.

____

____

____

____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of **Hillsboro** does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this **2nd** day of **March**, 1948.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

Attest: E M Bowman
Recorder

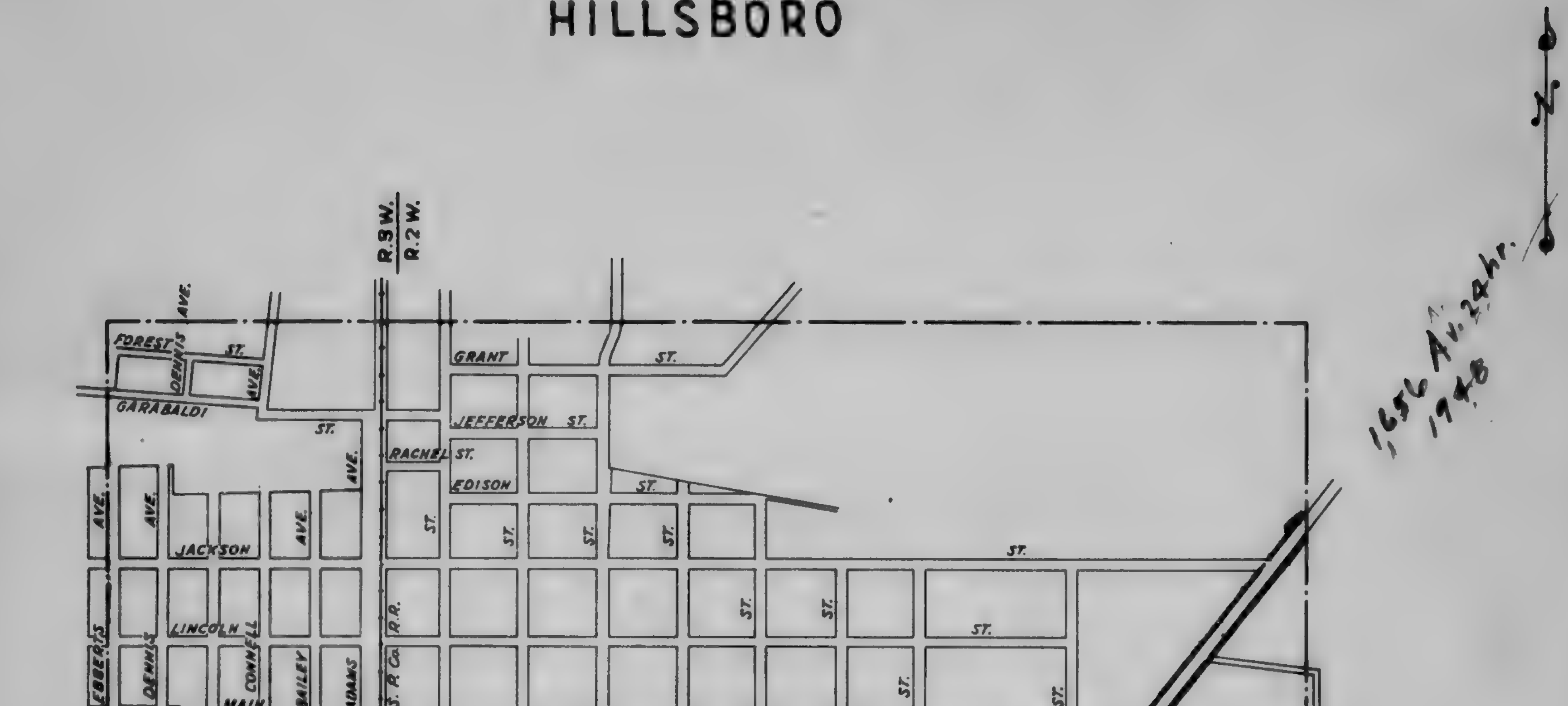
E A Griffith
Mayor

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of **Hillsboro** at a regular or special meeting of said council, held on the **2nd** day of **March**, 1948, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this **3rd** day of **March**, 1948.

E M Bowman
City Recorder

HILLSBORO


R.3W.
R.2W.
FOREST ST.
DENNIS AVE.
AVE.
GARABALDI ST.
GRANT ST.
JEFFERSON ST.
RACHEL ST.
EDISON
ST.
AVE.
JACKSON
LINCOLN
EBBERTS
DENNIS
CONNELL
MAIN
BAILEY
ADAMS
S.P. Co. R.R.
WASHINGTON ST.
O.E. Ry.
BASE LINE
36
31
1
6
TUALATIN VALLEY HWY.
OAK
WALNUT
RANGE
1ST.
2ND.
3RD.
4TH.
5TH.
6TH.
7TH.
8TH.
9TH.
10TH.
11TH.
12TH.
CEDAR
MAPLE
SPRING
SUMMIT
WOOD ST.
HILLSBORO - SILVERTON HWY.
ALDER ST.
HIGH ST.
S.P. Co. R.R.
T.1N.
T.1S.
N

1,656 Av. 24 hr.
1948

[illegible]
[illegible]

(1949)

February 24, 1948

Mr. J. W. Barney
City Manager of Hillsboro
Hillsboro, Oregon

Dear Sir:

I refer to your letter of February 19 with regard to gas tax allocation to the cities of the state from 1947 revenues, to be spent in the smaller cities on a need basis.

We are enclosing herewith necessary forms for an application for part of these funds.

Three copies are being sent you, with three small maps, and it is suggested that these be filled out by the proper city authorities as indicated, and that two copies be returned to me as early as possible. Someone from this Department will then call upon you and go over the streets with you, and preliminary estimates will be made, with the idea that the project be submitted to the Commission for approval.

Whether funds for the project will be available in 1948, will be determined by whether or not other city projects in other cities may be more urgent.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

OC:me

Encl.

CITY OF HILLSBORO

E. A. GRIFFITH
Mayor
J. W. BARNEY
City Manager
E. M. BOWMAN
City Recorder
W. C. CHRISTENSEN
City Treasurer
P. L. PATTERSON
City Attorney

COUNCILMEN
H. M. SEABOLD, Ward 1
H. L. BICKFORD, Ward 1
B. F. PILE, Ward 2
L. J. ALTER, Ward 2
W. V. McKINNEY, Ward 3
A. H. ABTS, Ward 3

HILLSBORO, OREGON

February 19, 1948

Oregon State Highway Department
Salem, Oregon

Attn: Mr. Oscar Cutler

Gentlemen:

Relative to the gas tax allocation to cities of the state during the year 1947, a certain sum of money was to be spent in the smaller cities on a need basis.

I am wondering if Hillsboro would be eligible under this act or if it is too late to make application for funds to be spent in 1948.

I have in mind the section of Cornell road from Main Street north to the city limits, less than one-quarter mile, which is the route designated for logging through the city. This section is showing considerable strain due to heavy vehicular traffic, that is heavy loads, and while logging is at a minimum at the moment yet during the course of the year many logs are moved over this section.

Will you please advise if you feel it worth while that we should make application for assistance on this section.

With best personal regards,

Very truly yours,

CITY OF HILLSBORO

J W Barney
J. W. Barney, City Manager

JWB:mh

RECEIVED
FEB 20 1948
ENGINEER
COUNTY & CITY RELATIONS

NOTED
JOHN W. CATTRALL

RECEIVED

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

F-28(3) Ontario-Nyssa Sec., Old Oregon 1950
Trail Hwy.
#3370
Folder # 2

RECEIVED
JUL 31 1958
FOR FILING

F-[illegible]

3370

July 24, 1958

Mr. Fred Hussey
Maintenance Section Foreman
Oregon State Highway Department
Ontario, Oregon

Dear Mr. Hussey:

It has been called to my attention by the Legal Department that you recently assisted in the trial of the Strasbaugh case at Vale. I am informed that the assistance you gave was invaluable to the attorneys in trying the case, and I wish personally to thank you for your efforts and particularly for your "after hours" assistance.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Leonard Lindas

FC:me fn

RECEIVED
JUL 24 1958
FOR FILING

F-30(3)

3370

July 24, 1958

Mr. Roy Spivey
Oregon State Highway Department
Ontario, Oregon

Dear Mr. Spivey:

I wish personally to thank you for the assistance you gave to the Legal Department in making an overlay map in connection with the Strasbaugh case recently tried at Vale. The Legal Department informs me that the transparency made by you was an excellent exhibit and was quite valuable in the trial of the case.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Leonard Lindas

FC:me fn

RECEIVED
JUL 24 1958
FOR FILING

F-[illegible]

3320

July 24, 1958

Mr. Lloyd Johnson
Resident Engineer
Oregon State Highway Department
Burns, Oregon

Dear Mr. Johnson:

It has been called to my attention by the Legal Department that you gave valuable assistance during preparation and trial of the Strasbaugh case at Vale.

Please accept my sincere thanks.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Leonard Lindas

FC:me fn

W. C. Williams

REFERRED TO Cooper
By State Highway Engineer

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1958

SUBJECT: Strasbaugh v. Babler Bros., et al.
Malheur Circuit Court Case No. 7825-L
Our File L-2562

To: W. C. Williams
State Highway Engineer

OFFICE

There is being forwarded herewith a copy of a report received from Mr. Frank C. McKinney, of our staff, pertaining to the trial of the Strasbaugh v. Babler Bros. case.

Mr. McKinney was high in his praise of the work done and assistance given him in this matter by Mr. Fred Hussey, Maintenance Section Foreman in Ontario; Mr. Lloyd Johnson, Mr. Roy Spivey and Mr. Frank Towle.

Since I believe in giving flowers to the living, I thought perhaps it would be nice to let you know and you, in turn, let the individuals involved know of the appreciation the Legal Department has of the assistance and cooperation given them by the members of the Engineering Department.

I, myself, add my thanks and want you to know that I, too, am grateful.

L. I. Lindas

L. I. Lindas
Chief Counsel

LIL:br
Attachment

NOTED
FORREST COOPER

RECEIVED
JUL 18 1958
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 11, 1958
Salem Office

SUBJECT: Strasbaugh v. Babler Bros., et al
Malheur Circuit Court Case 7825-L
Our File L-2562

To: Mr. L. I. Lindas
Chief Counsel
Office

At this time I wish to confirm by letter my previous telephone conversation with you from Vale to the effect that Judge Howell, on July 3, orally decreed that approximately 60 acres of land lying north and east of the former Strasbaugh property, and from a portion of which Babler Bros., et al, under a State highway contract had removed some gravel, had at one time been an island in the Snake River and as a result was owned by the State of Oregon since the State had never conveyed out its interest in the same.

As you know Mr. Austin Dunn represented the State Land Board and I attribute a great portion of our success to the very fine cooperation which Mr. Dunn gave and his willingness to work as a team to overcome the evidence submitted by the plaintiff Mrs. Strasbaugh and the Kiesel Estate, who were represented, respectively, by Clyde H. Snider, Max S. Taggart and Martin P. Gallagher.

Before going into some of the details on the trial, I would appreciate it if you could see that, through proper channels, the following State Highway employees be given full and due credit for their tireless effort in assisting Mr. Dunn and myself in gathering information, drawing maps and helping us generally locate and interview witnesses.

First, Mr. Fred Hussey, Maintenance Section Foreman in Ontario, met with me on Thursday, June 26, and assisted me both during the day and in the evenings up to and including June 29. Mr. Hussey was able to locate many of the witnesses on rural routes, and I am sure that in one instance, due to his personal acquaintanceship with one of the witnesses, we obtained a much higher degree of cooperation from the witness than would have ever been possible without his assistance. He also helped Mr. Lloyd Johnson, our Resident Engineer from Burns, locate and uncover the necessary section corners which were involved in the case.

Second, Mr. Lloyd Johnson had an extremely vital part to play in the trial inasmuch as he was the resident engineer at the time the plaintiff claimed Babler Bros. converted the gravel. Mr. Johnson had testified in the prior trial, in 1952, and although generally he is not a wordy individual his testimony was inscribed upon some 300 pages of the transcript. Obviously he had to become reacquainted with all of the statements he had previously made in order to avoid being trapped during this trial, and I am sure you can appreciate the task he had in trying to reabsorb some 300 previous pages of questions and answers. Like Fred Hussey, Mr. Johnson worked day and night with Mr. Dunn and myself on the questions we were to ask him as well as reidentify numerous photographs and maps that had been previously made. Many of the photographs had been taken over seven years ago, but we were, generally, able to re-establish what each picture included and the location from which it was taken.

Third, Mr. Roy Spivey, who is a draftsman in the Ontario Office, did a beautiful job of making a transparent overlay of a map made by Philo Anderson in 1951 and a map made by the Oregon Short Line Railroad Company in 1903. With the aid of this transparency we had valuable evidence to submit to the court showing that an island in fact did exist opposite the Strasbaugh property in 1903.

Fourth, and last but not least, of course, Frank Towle, who not only assisted us by helping Doctor Mackin reacquaint himself with the property, but also testified as a witness on some pictures he had taken as well as certain statements he had obtained from the now deceased A. F. Burr as well as Angus Bishop who now lives in Utah. It was also Frank's idea that we obtain Mr. Hafterson, Hydrologist from the U. S. Bureau of Reclamation, to explain what has happened to the flow of the Snake River during the passed 30 years. Mr. Hafterson turned out to be of tremendous assistance although he remained completely impartial during the trial. His testimony on the 75 holding reservoirs upstream from Ontario and which hold in excess of seven and one-half million acre feet of water, gave the court a very clear picture of why the island that once existed has now connected to the mainland.

As previously mentioned, I would deeply appreciate it if the immediate supervisors of the above mentioned men could be notified of their tremendous assistance and someone in authority write to these men to let them know that all of their over time and assistance was deeply appreciated, although we may not be able to compensate them for their efforts in money.

I can honestly say that Mr. Austin Dunn was greatly impressed with the high moral and the esprit de corps of the Highway Department, and mentioned to me several times his amazement at the seemingly untiring efforts of Mr. Hussey and Mr. Johnson.

As you will recall, we had a pretrial conference on this case with the Judge on May 28, at which time it was stipulated between all counsels that any exhibit introduced in the prior case could be reintroduced, providing it was material, without further qualifications. It was also stipulated that the Snake River was navigable and that the testimony of any witness taken in the prior case, providing it was material, could be reintroduced in this case and read into the record if the individual were either deceased or out of state. By this method we were able to get in the testimony of four additional witnesses, one of whom is now deceased, to wit: Tom Jones, and the remaining three who reside out of state.

A view of the property was taken on Sunday, June 29, when all of the counsel met Judge Howell at 5:00 p.m. at Cairo Junction. We spent approximately two and one-half hours going over the property pointing out to the Judge the various elements of the case. The Judge permitted Mr. Johnson to go along and this was of material assistance.

The trial commenced at 9:30 a.m. on the 30th with the State proceeding first. It continued until approximately 9:00 p.m. that evening with about an hour off for lunch and dinner. The same was true of Tuesday, July 1, and on Wednesday, July 2, the parties finally ran out of witnesses in the early part of the afternoon. The State, during its case, called approximately ten witnesses, plus the prior testimony of the four other witnesses previously mentioned and introduced in the neighborhood of sixty exhibits. The plaintiff and the counter-intervenor (Kiesel Estate) called four witnesses, plus introducing the testimony of two prior witnesses and introduced approximately twenty exhibits. On Wednesday afternoon the Judge then declared a recess and gave the counsels for both sides a scheduled time to be in the courtroom and re-examine all of the exhibits. Judge Howell then, after all the counsel had left, read the testimony of the prior witnesses in the transcript, re-examined his notes and the exhibits.

Final arguments were scheduled for the morning of the 3rd, but when we convened to have final arguments Mr. Gallagher moved to dismiss the case on the grounds that the State had a remedy at law in ejectment and that his clients were entitled to a jury trial. This caused a considerable search of the law, but the Judge finally denied his motion on the basis that it came too late and also that the Kiesel Estate had prayed for the quieting of title in their counter-intervenor. Mr. Gallagher then raised the question that the State had not alleged any possession and to quiet title the statute provides that quiet title must be brought by one who alleges to be in possession. We answered this argument by calling the court's attention to the fact that the original suit was over conversion in 1950 and the State had certainly shown possession by reason of having its contractors remove the gravel, and in addition, if the land was owned by the State the State is always in possession as no one can hold adversely to it.

The motions and arguments of Mr. Gallagher delayed final arguments until almost noon, and as a result, final arguments were not completed until approximately 3:00 p.m.

Following the final arguments, the Judge informed all counsels that he was going to "shoot from the hip," and at that time he dictated a rather lengthy opinion which covered the various witnesses, his interpretation of the facts, his opinion as to the testimony of the experts, during which he stated that he was forced to follow the theory of Doctor Mackin, and then finally announced that in his opinion the area involved had at one time been an island and was consequently owned by the State.

I then informed the court I would draw a final judgment and decree, and it was agreed that the area to be described was that set forth in the State exhibit showing the two tracts we claimed to have been islands insofar as these tracts were encompassed within the area claimed by the plaintiff.

Actually, I believe we could have expanded this area since the counter-intervenor of the Kiesel Estate brought up the question of land adjacent to their property, but in the face of the objections of Mr. Gallagher I did not feel it was necessary to push the issue and appear greedy. As a practical matter with the area we have received in this case, plus the property we bought from the Kiesel Estate in 1950, the State for all practical purposes, owns all of the area involved anyway.

For your information, I have written a thank you letter to all of the witnesses, including the attorneys for Babler Bros. and Rogers, and have also informed the State Land Board, orally, of the outcome of the case. I also notified Mr. Hammel in the Attorney General's Office.

Mr. Taggart and Mr. Snider, at the close of the case, indicated that they had no intention whatsoever to appeal, but Mr. Gallagher indicated that an appeal might be considered by his client. In my opinion, the Judge left them no room for an appeal, as any questionable documents or testimony was accepted under the rule in equity and frankly I cannot see how the Supreme Court in the face of the evidence could reverse Judge Howell. Mr. Dunn, I am sure, had the same feeling.

FRANK C. McKINNEY
Chief, Office Section

FCMcK:RN
cc: Mr. George E. Rohde

W. C. Williams

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 17, 1958

Oregon State Highway Commission

Re: Strasbaugh v. Babler Bros., et al.
Malheur Circuit Court Case No. 7825-L
Our File L-2562

Gentlemen:

As you know, this was a case in which the Strasbaugh interests sued the State Contractors, Babler Bros. and Rogers Construction Co., for the conversion of some 35,000 yards of gravel taken from the property that the Strasbaughs and the Kiesel Estate allege was their property.

This was a case in which we originally secured permission to use the gravel from the State Land Board, it being our feeling that the land from which we were taking the gravel was an accreted island and as such would be the property of the State.

This case was originally tried several years ago, at which time the action was brought against the State and certain members of this Department, and it resulted in a non-suit.

After the filing of the complaint in the above case, the State Land Board intervened and title to the property was alleged to be in the State, and this aspect of the case was first tried by the Court. The Court, after hearing about ten witnesses produced by the State, and some six witnesses produced by the plaintiff Strasbaugh and the counterintervener, Kiesel Estate, and the introduction of numerous exhibits, the Court held that the land on which the gravel was located had, in fact, at one time been an island and was not therefore an accretion to the mainland. As a result, that portion of the island that was in the river was the property of the State of Oregon and under the control and jurisdiction of the State Land Board.

This was a hard-tried and well-won victory by the counsel for the State of Oregon, particularly Mr. Frank McKinney, who is now Chief of our Office Section. I can not be too high in my praise of the efforts put forth by Mr. McKinney in the trial of this case. He worked many many hours and devoted much of his off-hours time in the preparation of this case. The fact that the Judge immediately ruled in our favor speaks well for the efforts of Mr. McKinney and I would like the Commission to know that I am very grateful to him for his fine work, and I take a great deal of pleasure in bringing it to your attention.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:br
cc: W. C. Williams
Forrest Cooper
H. B. Glaisyer
Robert Y. Thornton

FORM E-423X 12 500 4 58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
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KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

F 28(3)

2270

July 10, 1958

NOTED
W. C. WILLIAMS

Mr. Rupert R. Bullivant
Attorney at Law
527 Pacific Building
Portland 4, Oregon

Re: Strasbaugh v. Babler Bros., et al
Malheur Circuit Court Case 7325 L
Our File L-2562

Dear Mr. Bullivant:

I am pleased to inform you that the above entitled case, which came to trial on June 30 in Vale, Oregon, was concluded on the afternoon of July 3 with the court orally decreeing from the bench that the property from which Babler Bros. and the Rogers Construction Company removed gravel in compliance with their State contract for the widening and improving of the Ontario-Nyssa Section of the Old Oregon Trail Highway had at one time, after Oregon became a State, been an island in the Snake River and since the State had not conveyed or otherwise released its title that the State was still the owner of the same. He determined, therefore, that the land was not an accretion to the upland and owned by the plaintiffs or their predecessors in title, and consequently could not be now owned by the Riesel Estate, who appeared as a counter-intervenor claiming title to the same by reason of a deed from Elizabeth Strasbaugh in March of 1956.

It was a rather unusual case and strongly contested by all parties. It actually commenced on Sunday, June 29, when the court ordered all counsel to meet him on the property for, approximately, a two and one-half hour view. The trial itself commenced at 9:30 on the 30th and continued not only through the day but up to 9:00 or 9:30 each night until the parties finally ran out of witnesses on the afternoon of the third day of the trial. On behalf of the State and Babler Bros., we called approximately ten witnesses, two of whom were engineers and two who were experts in geology and hydrology. All in all we introduced in excess of sixty exhibits, which included maps dating from 1875. In addition to the ten witnesses we read into the record the prior testimony, taken during the first trial in Strasbaugh v. Chandler tried in 1952, of four witnesses, one of whom is now deceased and the other three out of State.

I am presently drafting the decree and if you should desire, for your records, I would be pleased to send you a copy of the same after it has been approved and entered.

I would like to take this opportunity to thank you as well as your clients for their sincere cooperation and assistance in this matter and sincerely hope that it will never again be necessary to litigate this matter.

Very truly yours,

FRANK C. McKINNEY
Chief, Office Section

FCMcK:RN
cc: Mr. L. I. Lindas
Mr. W. C. Williams ✓

RECEIVED
JUL 10 1958
OFFICE OF
STATE HIGHWAY ENGINEER

12 500 4 58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 10, 1958

NOTE
W. C. WILLIAMS

Mr. Walden Stout
Attorney at Law
1525 Yeon Building
Portland 4, Oregon

Re: Strasbaugh v. Babler Bros., et al
Malheur Circuit Court Case 7025 L
Our File L-2562

Dear Mr. Stout:

I am pleased to inform you that the above entitled case, which came to trial on June 30 in Vale, Oregon, was concluded on the afternoon of July 3 with the court orally decreeing from the bench that the property from which Babler Bros. and the Rogers Construction Company removed gravel in compliance with their State contract for the widening and improving of the Ontario-Nyssa Section of the Old Oregon Trail Highway had at one time, after Oregon became a State, been an island in the Snake River and since the State had not conveyed or otherwise released its title that the State was still the owner of the same. He determined, therefore, that the land was not an accretion to the upland and owned by the plaintiffs or their predecessors in title, and consequently could not be now owned by the Kiesel Estate, who appeared as a counter-intervenor claiming title to the same by reason of a deed from Elizabeth Strasbaugh in March of 1956.

It was a rather unusual case and strongly contested by all parties. It actually commenced on Sunday, June 29, when the court ordered all counsel to meet him on the property for, approximately, a two and one-half hour view. The trial itself commenced at 9:30 on the 30th and continued not only through the day but up to 9:00 or 9:30 each night until the parties finally ran out of witnesses on the afternoon of the third day of the trial. On behalf of the State and Babler Bros., we called approximately ten witnesses, two of whom were engineers and two who were experts in geology and hydrology. All in all we introduced in excess of sixty exhibits, which included maps dating from 1875. In addition to the ten witnesses we read into the record the prior testimony, taken during the first trial in Strasbaugh v. Chandler tried in 1952, of four witnesses, one of whom is now deceased and the other three out of State.

I am presently drafting the decree and if you should desire, for your records, I would be pleased to send you a copy of the same after it has been approved and entered.

I would like to take this opportunity to thank you as well as your clients for their sincere cooperation and assistance in this matter and sincerely hope that it will never again be necessary to litigate this matter.

Very truly yours,

FRANK C. McKINNEY
Chief, Office Section

FCMcK:RN
cc: Mr. L. I. Lindas
Mr. W. C. Williams

RECEIVED
JUL 10 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-188 50M REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
DEC [illegible] 1956
FOR FILING

28 (3)

33[illegible]0

November 20, 1956

Davidson, Duffy & Stout
Attorneys at Law
1525 Yeon Building
Portland 4, Oregon

Re: Strasbaugh
v.
Babler Bros., et al.
L-2562

Attention: Mr. Walden Stout

NOTED

Gentlemen:

This is in response to your letter of November 15, 1956, relative to the above matter.

At the most recent meeting of the State Highway Commission, which was held on November 8 and 9, 1956, the Commission considered the recommendation of the Chief Counsel that he be authorized to advise you that if a judgment is entered against your client, reimbursement will be made by the State to your client to the extent of such judgment. After considering the matter the Commission unanimously approved the recommendation of the Chief Counsel.

I am enclosing herewith an extract of the tentative minutes for the November 8 and 9, 1956, meeting of the Highway Commission. These minutes cannot be considered official until they have been reviewed and approved by the Highway Commission which will probably be done at the next meeting of the Commission, which will be held on December 17 and 18, 1956. If you feel it desirable I will be glad to let you have a certified copy of the approved minutes after that time. In the mean time, however, this is to assure you that the Commission has approved reimbursement of your clients as outlined above.

Very truly yours,

ROBERT L. MAY, JR.
Assistant Counsel

NOTED

RLM:aj
cc - Mr. H. B. Glaisyer ✓

see May for his revisions to
minute entry

Extract from Minutes of November 8 and 9, 1956 State Highway Commission

2f The Chief Counsel reported on the damage suit that was instituted by Elizabeth Strasbaugh as an individual and as executrix of the estate of Fred J. Strasbaugh, deceased, against Babler Brothers, Inc., a corporation, and Rogers Construction Company, a partnership, whereby Mrs. Strasbaugh seeks compensation for materials that were taken by the contractors under State Highway Contract 3370, for grading and paving the Ontario-Nyssa Section of the Old Oregon Trail in Malheur County. He said that the plaintiff seeks to recover the sum of $34, 000 plus cost and disbursements; also that this is a second case that has been commenced since the original case was instituted by Mr. and Mrs. Strasbaugh on December 21, 1950 against the members of the State Highway Commission, several officers and employees of the State Highway Department and other employees, including the state contractors, the outcome of which was a voluntary non suit against the members of the Highway Commission and others and an involuntary nonsuit against the contractors. Defense of the present action by members of the Highway Department's legal staff, he said, has been authorized by the Attorney General because the cause of the action arises out of a contract the defendants were performing for the State Highway Commission. The Chief Counsel further stated that he has received a request from the attorneysfor the contractors for assurance that if in the present case a judgment is entered against the contractors reimbursement will be made by the State Highway Commission to the Contractors to the extent of their obligation under the judgment. He pointed out that the original contract obligates the Highway Commission to furnish sources of material and since the materials taken for the project were from rock designated by the State, in his estimation the State should reimburse the contractors to the extent of the judgment if a judgment is entered against the contractors. He requested authority to advise the attorneys for the contractors to that affect, which, he said, is in conformity with commitments made relative to the original litigation. The Commission unanimously approved the request.

RECEIVED
[illegible]
LEGAL DEPT.

Minutes of November 8 and 9, 1956

2-8

The Chief Counsel reported on the damage suit that was instituted by Elizabeth Strasbaugh as an individual and as executrix of the estate of Fred J. Strasbaugh, deceased, against Babler Brothers, Inc., a corporation, and Rogers Construction Company, a partnership, whereby Mrs. Strasbaugh seeks compensation for materials that were taken by the contractors under State Highway Contract 3370, for grading and paving the Ontario-Nyssa Section of the Old Oregon Trail in Malheur County. He said that the plaintiff seeks to recover the sum of $34,000 plus cost and disbursements; also that this is a second case that has been commenced since the original case was instituted by Mr. and Mrs. Strasbaugh on December 21, 1950 against the members of the State Highway Commission, several officers and employees of the State Highway Department and other employees, including the state contractors, the outcome of which was a voluntary non-suit against the members of the Highway Commission and others and an involuntary nonsuit against the contractors. Defense of the present action by members of the Highway Department's legal staff, he said, has been authorized by the Attorney General because the cause of the action arises out of a contract the defendants were performing for the State Highway Commission. The Chief Counsel further stated that he has received a request from the attorneys for the contractors for assurance that if in the present case a judgment is entered against the contractors reimbursement will be made by the State Highway Commission to the extent of their obligation under the judgment. He pointed out that the original contract obligates the Highway Commission to furnish sources of material and since the materials taken for the project were from rock designated by the State, in his estimation the State should reimburse the contractors to the extent of the judgment if a judgment is entered against the contractors. He requested authority to advise the attorneys for the contractors to that affect, which, he said, is in conformity with commitments made relative to the original litigation. The Commission unanimously approved the request.

21 The Chief Counsel reported on the damage suit that was instituted by Elizabeth Strasbaugh as an individual and as executrix of the estate of Fred J. Strasbaugh, deceased, against Babler Brothers, Inc., a corporation, and Rogers Construction Company, a partnership, whereby Mrs. Strasbaugh seeks compensation for materials that were taken by the contractors under State Highway Contract 3370, for grading and paving the Ontario-Nyssa Section of the Old Oregon Trail in Malheur County. He said that the plaintiff seeks to recover the sum of $34,000 plus cost and disbursements; also that this is a second case that has been commenced since the original case was instituted by Mr. and Mrs. Strasbaugh on December 21, 1950 against the members of the State Highway Commission, several officers and employees of the State Highway Department and other employees, including the state contractors, the outcome of which was a voluntary non-suit against the members of the Highway Commission and others and an involuntary nonsuit against the contractors. Defense of the present action by members of the Highway Department's legal staff, he said, has been authorized by the Attorney General because the cause of the action arises out of a contract the defendants were performing for the State Highway Commission. The Chief Counsel further stated that he has received a request from the attorneys for the contractors for assurance that if in the present case a judgment is entered against the contractors reimbursement will be made by the State Highway Commission to the extent of their obligation under the judgment. He pointed out that the original contract obligates the Highway Commission to furnish sources of material and since the materials taken for the project were from rock designated by the State, in his estimation the State should reimburse the contractors to the extent of the judgment if a judgment is entered against the contractors. He requested authority to advise the attorneys for the contractors to that affect, which, he said, is in conformity with commitments made relative to the original litigation. The Commission unanimously approved the request.

REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

AGENDA
NOV 8 1956
2-B

October 4, 1956

Oregon State Highway Commission

Re: Institution of Case of Strasbaugh
v. Babler Bros., et al. - L-2562

Gentlemen:

On May 28, 1956, I reported to you on the above entitled case which is an action by Elizabeth Strasbaugh individually, and as executrix of the estate of Fred J. Strasbaugh, deceased, v. Babler Bros. Inc., a corporation; W. R. Rogers and Don Rogers, copartners, doing business under the firm name and style of Rogers Construction Company, and Lloyd Babler, seeking compensation for materials taken by the contractors under State Highway Department Contract No. 3370, awarded July 11, 1950, for the grading and paving of the Ontario-Nyssa project on the Old Oregon Trail in Marion County, which report was accepted by the Highway Commission at the June 4th and 5th meeting. The amount claimed by the plaintiff is $34,000.00, plus costs and disbursements.

This is a second case following the original case instituted December 21, 1950, by Mr. and Mrs. Strasbaugh which was against the members of the Highway Commission individually, a number of officers and employes of the State Highway Department and many other parties, including the contractors of the State, the outcome of which was a voluntary non-suit against the Highway Commissioners and others, and an involuntary non-suit against the contractors.

As stated in my report of May 28th, the Attorney General authorized this office to undertake the defense of the present action in view of the fact that the cause of action arises out of a contract the defendants were performing for the State Highway Commission, and the acts complained of were performed pursuant to the contract and at the direction of the engineers for the Commission.

Mr. Walden Stout, attorney for Babler Bros., called me September 1st, and requested further assurance that if, in the present case, a judgment is entered against the contractors that reimbursement be made by the Highway Commission to the extent of their obligations under the judgment. Inasmuch as the original contract obligated the Highway Commission to furnish sources of materials and since the materials taken for the project were from locations designated by the State, authority is requested to advise the attorneys for the contractors that if a judgment is entered against their clients, reimbursement will be made to the extent thereof. This will be in accordance with commitments made relative to the original litigation.

Yours very truly,

C. W. ENFIELD
Chief Counsel

JWDe:br
cc: Mr. W. C. Williams
Mr. Forrest Cooper
Mr. C. H. Maison
Mr. H. B. Glaisyer
Mr. Robert Y. Thornton

2-f
11-8-56

The Chief Counsel reported on the (damage suit that institut~~ion~~ ~~of a suit~~ by Elizabeth Strasbaugh against Babler Bros., Inc., a corporation, and Rogers Construction Company, a partnership, [illegible] seek~~ing~~s compensation for materials taken by the contractors under State Highway Contract No. 3370 for grading and paving ~~on~~ the Ontario-Nyssa Section of the Old Oregon Trail in Malheur County. (He said that) The plaintiff seeks to recover the sum of $34,000 plus costs and disbursements. said that it is a ~~This, the Chief Counsel stated, is the~~ second case following the original case instituted by Mr. & Mrs. Strasbaugh [illegible] 21, 1950 which was against the members of the Highway Commission, -[illegible] officers and employees of the State Highway Department and other parties, including the contractors of the State. (The outcome of which was a voluntary non-suit against the [illegible]) The Attorney General, he continued, has authorized his office to undertake defense of the present action and he requested authority to advise the contractors that if a ~~the~~ judgment is entered against them reimbursement will be made by the State to the extent [illegible] ~~of the judgment~~. The Commission approved his request.

[illegible] non-suit against the [illegible]

FORM [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
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SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
JUN 2[illegible] 1956
FOR FILING

AGENDA
JUN 4 1956
2k-2

2k-2

Mr Glaisyer

May 28, 1956

Oregon State Highway Commission

Re: Institution of case of
Strasbaugh v. Babler Bros., et al.
L-2562

Gentlemen:

During the first week of May, 1956, I was advised by Mr. R. R. Bullivant, attorney at law, of the institution of the above action. You may recall that in connection with the construction of the Ontario-Nyssa Section of the Old Oregon Trail Highway in Malheur County, the State's contractors were Rogers Construction Company and Babler Bros. Inc., under State Highway Department Contract No. 3370. Under that contract the State agreed to provide the source of the gravel to be used by the contractors. The source originally furnished by the State became exhausted, and the contractors were then directed to use gravel from an island located in the Snake River.

Mr. and Mrs. Fred J. Strasbaugh claimed that the gravel removed by the State's contractors was owned by them rather than by the State. It was their position that the area from which the gravel was removed was not an island, but was a bar which had accreted to their real property which abuts the Snake River. On December 21, 1950, Mr. and Mrs. Strasbaugh instituted an action against the members of the Commission individually, a number of officers and employes of the State Highway Department, and many other parties including the contractors of the State. This case was tried during 1952, and was terminated favorably to the Commissioners and the other defendants when the Court allowed the defendants' motion for a nonsuit.

The instant case is a renewal of the efforts to recover the value of the gravel removed. Mr. Fred J. Strasbaugh is now deceased, and the action was brought by Elizabeth Strasbaugh individually and as executrix of the estate of Fred J. Strasbaugh. The only defendants named in the case are Babler Bros. Inc., W. R. Rogers and Don Rogers, copartners, and Lloyd Babler individually. The defendants contend that inasmuch as it was the obligation of the State to provide the source of gravel to be used pursuant to State Highway Department Contract No. 3370, and inasmuch as the gravel was removed from the island in the Snake River pursuant to the directions of the State Highway Department, the State Highway Commission is obligated to defend the action in behalf of the defendants, and further to indemnify the defendants against any judgment, loss, or damage which they might sustain as a result of the action. Defense of the action, in behalf of the defendants, has been tendered to this office.

On May 2, 1956, I conferred with the Attorney General concerning the matter, and the Attorney General authorized this office to undertake the defense in view of the fact that the cause of action arises out of a contract the defendants were performing for the State Highway Commission, and that the acts complained of were performed pursuant to the contract and at the direction of the engineers for the Commission. With the authority of the Attorney General, I have retained Mr. Anthony Yturri of Ontario as local counsel to assist in this action since he participated in the prior action against the officers and employes of the Highway Department and others, and is quite familiar with the entire matter. We have filed a motion to strike portions of the complaint, and will proceed with other appropriate action in the defense of the case.

Very truly yours,

C. W. ENFIELD
Chief Counsel

RLM:aj
cc - R. H. Baldock
H. B. Glaisyer
C. H. Maison
Robert Y. Thornton

RECEIVED
FOR FILING
F-[illegible]
Baldock
R. 3370

FORM 2-123 [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 7, 1956

Pendergrass, Spackman, Bullivant & Wright
Attorneys at Law
Pacific Building
Portland 4, Oregon

Davidson, Duffy & Stout
Attorneys at Law
Yeon Building
Portland, Oregon

Re: Elizabeth Strasbaugh
vs.
Babler Bros., et al.
L-2562

Attention: Mr. R. R. Bullivant

Gentlemen:

This will acknowledge receipt of your letter of May 4, 1956, wherein you tender to the State Highway Commission the defense of the above-entitled case in behalf of your clients Babler Bros., Inc., a corporation, W. R. Rogers and Donald C. Rogers a co-partnership doing business as Rogers Construction Company and Lloyd Babler, and demand that the State and the Highway Commission indemnify and save them harmless from the claims asserted in the above-entitled case, and that the State and the Highway Commission pay and satisfy any adverse judgment which is entered and reimburse your clients for any other damages they may have sustained as a result of the claims asserted by Mrs. Strasbaugh.

Subsequent to your visit to this office on May 2, 1956, I discussed with the Attorney General the matter of the State representing your clients in the defense of this action, and the Attorney General has authorized this office, and we shall immediately take over the defense for Babler Bros., Inc., a corporation, W. R. Rogers and Donald C. Rogers, a co-partnership doing business as Rogers Construction Company, and Lloyd Babler.

As I advised you during our recent conference, I am of the opinion that the Highway Commission would not wish to enter into a new agreement to indemnify and save harmless your clients from any damages they may sustain as a result of this case, for whatever rights your clients have against the Highway Commission are contractual rights that are now embodied in contract No. 3370, being a contract between the State of Oregon, by and through its State Highway Commission, and Babler Bros., Inc., a corporation, W. A. Rogers and Donald C. Rogers, a copartnership doing business as Rogers Construction Company, and Lloyd Babler, and would be for damages suffered by the contractors for breach of contract by the State for failure to make available the area provided in the contract and from which material was taken at the direction of the highway engineer. Assuming that these contractors removed the material from the area and in the manner directed by the highway engineer, which area is set forth as a source of material in the contract, and should this case ultimately determine that the Highway Commission had no right to remove material from this area, then, of course, the Highway Commission would be obligated to your clients for failure to meet its obligations under contract No. 3370. Should you desire to preserve your clients' rights against the State Highway Commission under this contract to insure that the statute of limitations will not run, I think it would be advisable for you to proceed, as you suggest, in filing a case against the State, and we will be willing to stipulate that the prosecution of the case may be delayed until a judgment is entered in the case of Strasbaugh vs. Babler Bros., Inc., et al., at which time the obligations of the State, if any, to its contractors can be determined.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:aj
cc - Robert Y. Thornton
R. H. Baldock
Leonard I. Lindas

RECEIVED
[illegible] 1956
OFFICE OF
[illegible] ENGINEER

April 6, 1954

The Honorable Paul L. Patterson
Governor of Oregon
Salem, Oregon

Re: State of Oregon
vs. Tom Loe, et ux.
File: L-1950

Dear Sir:

You have requested me to supply you with information upon which to base a reply to the complaint you have had from Mr. Tom Loe of Nyssa, Oregon, relative to the acquisition by the State Highway Commission of a portion of his property in Malheur County, Oregon, as a source of gravel for roadbuilding purposes. I have requested our Legal and Right of Way Department to investigate and report to me the facts on the matter. As reported to me, they are:

In connection with the proposed relocation, construction, improvement and maintenance of the Ontario-Nyssa Section of the Old Oregon Trail Highway, the State Highway Commission found it necessary to acquire 7.5 acres of property owned by Tom Loe and Alice A. Loe, husband and wife, as a source of gravel for roadbuilding purposes. In the usual manner a right of way agent called upon Mr. and Mrs. Loe at their home and negotiated a settlement with them dated June 25, 1950, on a standard option form as used by the Department. This option specifically described the 7.5 acres of land, and called for the State Highway Commission to have the irrevocable right to elect to purchase said property any time within six months for the sum of $525.00. Said land was to be transferred free and clear of encumbrances, including the rights of all lessees. It further provided for the State upon execution of the option to have the right to enter upon and take possession of the property. The only provision written into the option other than the standard printed matters was the following: "Subject to reversion of title when pit becomes exhausted of gravel". The settlement, according to the agent's report, was based on the allowance of $70.00 per acre for irrigable pasture land.

Thereafter the settlement was presented to the Commission at its regular meeting on July 10, 1950, and the same was approved. By registered letter dated July 24, 1950, the Loes were advised of the Commission's acceptance, and were further informed that the necessary documents relating to transfer of title and consummation of the transaction would be furnished and that when all instruments conveying and clearing title had been received they could expect payment in the usual period for paying for property.

Some difficulty was had in obtaining title information on the Loe property, delaying until September 20, 1950, the forwarding of the necessary instruments for execution. Immediately thereafter Mr. Loe returned the deed unsigned, with the following comment: "Just forget about the sale of 7.5 acres from Tom and Alice Loe". The Department replied that it could not be forgotten as a contract for the construction of the above mentioned section of highway had been let on the strength of their option as a source of material. Mr. Loe then wrote: "When your representative was here in June he said I would get my money in three to six weeks. Instead it has been almost four months so you have not fulfilled your agreement so I do not intend to sign anything".

Subsequently information was received that Mr. Loe felt that certain promises had been made to him by the right of way agent which had not been incorporated in the option agreement. The right of way engineer sent a different agent to call on Mr. Loe to discuss this matter with him, in an effort to settle the controversy. It was found that some of the things that Mr. Loe desired the State to do were not within its power. One of the demands of Mr. Loe, however, was that the State should take certain additional land and pay $1,000.00 for the whole. Considerable effort was made to work out some kind of a settlement that would be within the State's power to accomplish and which would be agreeable to Mr. Loe, but none could be reached.

In April, 1951, the Loes were advised that the State had taken possession of their property under the terms of the original option, and that if they would not execute the instruments of conveyance it would be necessary to institute legal proceedings to require specific performance of the contract. Reply was had from an attorney on behalf of Mr. Loe, advising that the property had been leased to his son for a period of three years from March 1, 1950 until March 1, 1953, this being the first knowledge the State had as to there being any leasehold interest in the property. Correspondence was had with the attorney in an effort to work out some manner in which the State might proceed with the use of the property in such fashion as to not interfere with the lessee's use at the same time. Numerous letters were written to the attorney, and in August, 1952, he was informed that the State would consider taking the property subject to the existing lease. Finally, in December, 1952, the attorney, in response to numerous inquiries, advised that the Loes would not do anything further on this matter until the expiration of the lease in March of 1953.

Since there seemed no way left open to resolve the controversy, the Commission authorized the institution of a suit for specific performance of the original option given the State by Mr. and Mrs. Loe. Such suit was filed in January, 1953. No appearance was ever made by the defendants or their attorney, and on June 18, 1953, a motion for an order of default was made to the Court, and in January, 1954, a decree was entered by the Court vesting title to the 7.5 acres in the State, upon payment into Court of the $525.00 called for in the option.

Mr. Loe in his letter intimates that the Highway Commission has been acquiring gravel from other sources and paying for the same on a yardage basis. This is not true, except in one instance wherein the Commission acquired gravel from a source several miles distant from Mr. Loe's property. In that case some 16.82 acres were involved. The land was appraised as farm property at $200.00 per acre, and the owner of the property would not sell at that figure. A survey by our engineers in the field revealed that the gravel on this property was limited and that the 30,000 yards needed for the particular project would exhaust all of the material in the pit. It was recommended that this gravel be acquired on a lease and royalty basis as it would be more economical for the State. That this recommendation was a good one was proved by the fact that the pit was exhausted upon the removal of 27,552 cubic yards of material, which cost the State, at five cents per cubic yard, $1,377.00, whereas the purchase of the same land on an acreage basis would have been in excess of $3,300.00.

Very truly yours,

R. H. Baldock
State Highway Engineer

ASSIGNMENT

Date: Jan. 19, 1954 No. 5959 By RHB

Description: Letter 1-3-54 from Tom Loe to Governor Patterson about gravel pit.

Acknowledged by____ Referred to ENFIELD

__ Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

xx Please give me a report on this in order that I may report to the Governor.

Remarks:

RECEIVED
JAN 20 1954
LEGAL DEPT.

Executed 4-6-54 Report Received________
hi

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

PAUL L. PATTERSON
GOVERNOR

January 18, 1954

Mr. Tom Loe
Route 2
Nyssa, Oregon

Dear Mr. Loe:

I have your letter of January 3rd, concerning the gravel pit located on your property, and I am taking the liberty of discussing the entire matter with Mr. R. H. Baldock, State Highway Engineer.

Of course, I am not in possession of information relating to the basis for the action taken by the Highway Commission but as soon as I have a report on the situation, I shall be glad to write you further.

Very truly yours,

Governor

P:B

COPY

Nyssa Oregon
1/3/1954

Governor Patterson

Dear Sir

I am writing you in regard to a Gravel pit that is located on my properity that belongs to my wife and I.

The gravel pit contains about 300000 yards of gravel.

The State Hiway Department come to see us about getting the gravel pit and I ask them 5 cents per yard and that they could have all they needed, But they said they would not pay 5 cents per yard but that they would condem the pit and get it for practly nothing.

Then they sent a Highway lawer to see me and he said if I didnt give him an option he would start proceedings to condem the pit but if I would give him an option he would pay me $525.00.

I didn't want to give them an option, but as I have been a cancer victom for over 20 yrs I didn't have any money to go to court, so I gave them an option on the gravel pit.

The Highway Department come out to my place on Sunday and got me and my wife to sign the option.

Me and my wife went to town on Monday and found out that The State Highway Department was paying my neighbors 5 cents per yard for their gravel.

So I would like to be treated as well as my fellow man as I have been a tax payer for 18 yrs. I am not asking for any charity, But I would like to be paid for what they have used and keep my gravel pit.

The State Highway Department are suing me to get the pit for the measly sum of $525.

There has been over 50000 yards taken out now.

If there is any thing that you can do we sure will appreciate it, as my wife is under the doctors care, and I will have to have one more operation on the cancer that is on my lip.

Sincerely

/s/ Tom Loe

Route 2 Nyssa Oreg.

COPY

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1953
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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

September 23, 1953

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

NOTED
State Highway Eng

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

Re: Wilhemine Kiesel Shearman, and
Wilhemine Kiesel Shearman, Trustee,
vs.
FRED J. STRASBAUGH, PAUL L. PATTERSON, Governor of the State of Oregon, EARL T. NEWBRY, Secretary of the State of Oregon, SIGMUND UNANDER, State Treasurer of the State of Oregon, constituting the State Land Board of the State of Oregon and BEN R. CHANDLER, CHARLES H. REYNOLDS and M. K. McIVER, constituting and acting as the Highway Commission of the State of Oregon.

Gentlemen:

The above entitled case has been filed in the United States District Court for the District of Oregon, and a copy of the summons and complaint was served on Mr. Glaisyer on September 18, 1953. This case is being filed under the Federal Declaratory Judgment Act by the plaintiff who is a citizen and resident of the State of Utah and who owns property adjacent to the gravel pit in and along the present stream of the Snake River from which the Highway Department took material for highway purposes and which gave rise to the case of Fred J. Strasbaugh v. State Highway Commission, which case, as you know, was decided in favor of the State.

The plaintiff alleges ownership of certain land lying on the west bank of the Snake River in Malheur County and claims that large bodies of land have attached thereto by accretion, from which allegedly accreted land the Highway Commission removed material.

By this action the plaintiff seeks to recover an adjudication of title to the alleged accreted land in favor of the plaintiff and for that reason the State Land Board is named as a party defendant, for the State Land Board claims title to the land and, of course, the Highway Commission removed the material it acquired by reason of a permit from the State Land Board and by reason of the title to the land claimed by the State Land Board. The plaintiff further seeks to recover the sum of $4500 from the defendant Strasbaugh for the sand and gravel that has been removed by Strasbaugh. The plaintiff seeks to recover the sum of $25,000 from the State Highway Commission for the alleged removal of approximately 80,000 yards of gravel during the years of 1951 and 1952.

Based upon the information obtained in preparing for the trial of the case of Strasbaugh v. State, it is my opinion that the land from which the Highway Commission removed the gravel is not an accretion to the Kiesel property but rather that this land arose in the bed of the Snake River as an island and that further land accreted thereto, with the island and the mainland ultimately joining by reason of accretions both to the island and the mainland and with the final connecting link being man made by the filling in of a small channel. With this land originating as an island, the island and all of the land accreting thereto is owned by the State and under the jurisdiction and control of the State Land Board, and in my opinion the State Land Board should be able to successfully defend this case on its merits, if need be, and establish title to this land in the State.

The Attorney General's office is representing the State Land Board and I assume Mr. E. G. Foxley will handle this case since he has been engaged in studying the matter for some time in anticipation of the filing of a case against Strasbaugh by the State Land Board. I have not had an opportunity to discuss this case with the Attorney General and I therefore do not know what theory the Attorney General will follow in defending this case filed against the State Land Board or what procedural steps he may pursue to secure a dismissal of the case.

Based upon cases decided by the Supreme Court of Oregon, I think we should have little difficulty in convincing the Federal court that insofar as the Commissioners are named individually as defendants they are so named in their official capacity and that in fact the case is being brought against the State of Oregon. If we are successful in sustaining this position, it is my opinion that the United States District Court lacks jurisdiction over the State of Oregon and lacks jurisdiction over the subject matter of this litigation, and that the complaint therefore fails to state a claim against the Highway Commissioners acting in behalf of the State of Oregon and that the case should be dismissed. In response to the complaint and summons served upon us, we have filed a motion to dismiss in the United States District Court and I shall keep you advised as to the action taken by the Court on this motion.

Very truly yours,

C. W. ENFIELD
Chief Counsel

CWE:smk
cc: R. H. Baldock ✓
H. B. Glaisyer
R. L. Porter
L. I. Lindas
A. F. Parson

FOR FILING

LEGAL DEPT.

August 27, 1953

REFERRED TO Searle
FOR C W ENFIELD

COPY

Hon. Robert Y. Thornton
Attorney General
Salem, Oregon

Re: State Land Board vs. Strasbaugh

Dear Bob:

Your letter of August 25, 1953 concerning the above captioned matter came in the mail this morning and its arrival could not have been more timely.

Yesterday evening, P. J. Gallagher, attorney for the Kiesel Estate, informed me that he had drafted a Complaint designating Strasbaugh and the State Land Board as parties defendant and asking for a declaratory judgment determining the ownership of the property in question. He informed me also that he had not yet determined whether he would file this suit in the Circuit Court of the State of Oregon or in the Federal Court, but that such decision would be reached within the next few days.

Mr. Gallagher further indicated that the Complaint which he has filed for the Kiesel Estate against Strasbaugh in the Circuit Court of this County would be withdrawn and dismissed without prejudice.

This being the situation and a new development, it is my opinion that we should withhold any action whatsoever until Mr. Gallagher has determined what course he actually intends to pursue. Personally, I should like to see him commence his suit for a declaratory judgment in the State Court, because the Circuit Judge of this district is thoroughly familiar with the issues involved and the question of introduction of exhibits from the previous case would be facilitated.

Trusting that this finds you in the best of health and spirits, I am

Sincerely yours,

AY/s

Anthony Yturri

cc: Clifford Enfield, State Highway Commission

RECEIVED
FOR FILING
FORM E-30X 15M 1-52

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

June 8, 1953
Salem, Oregon

SUBJECT: STATE LAND BOARD

To: Mr. Lloyd C. Johnson
Resident Engineer
State Highway Department
Ontario, Oregon

NOTED
W. C. WILLIAMS

Dear Lloyd:

Receipt is acknowledged of your letter of June 2nd and contents noted for which please accept my thanks.

In answer to your question in paragraph II, please be advised that I am interested in the elevation of the water above mean sea level. You may obtain this information by any means which is most convenient to you, but I had in mind the fact that there must be a U.S.C.&G.S. bench mark in Ontario, probably close enough to the bridge, so that you might set an elevation on one of the piers of the bridge or at some other convenient point so that by subtracting from this mark the elevation of the water as it is read by your Mr. Bill Hamilton, you would have the elevation above mean sea level without the necessity of using instruments except in the setting of the original mark at the river.

The Snake River is predicted to crest early this month, and presumably the stage of the river would be suitable for the work which the State Land Board wishes me to do probably the 2nd or 3rd week of July. I have in mind also employing your Mr. Hamilton for a two or three day period extending over a weekend to assist in this work, and I hope this will be convenient to both your office and Mr. Hamilton.

Yours very truly,

FRANK I. TOWLE
Engineering Investigator

FIT:sp
cc: W. C. Williams ✓
E. T. Pierce
C. W. Enfield

FORM S-133 50M REVISED 3-52

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CHAS. H. REYNOLDS, MEMBER
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M. K. McIVER, MEMBER
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H. B. GLAISYER
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OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 25, 1953

Mr. Lloyd Johnson
Resident Engineer
Oregon State Highway Department
Ontario, Oregon

Dear Lloyd:

In connection with the forthcoming suit filed by Kiesel Estate vs. Fred J. and Elizabeth Strasbaugh, which case the State of Oregon contemplates entering, I have been requested to do some work for the State Land Board on the Snake River above Ontario.

It is very desirable that this work that is planned should be done at a time when the water in the Snake River is reasonably low. Inasmuch as I have been unable to find out whether there is a gage on the bridge at Ontario and the only records I have by means of which I might predict where the water might be expected to be, would be from the readings on the gages at Weiser and Murphy Idaho, and which predictions would be very rough at best, I am asking that you kindly keep me posted as to the stages of the Snake River at Ontario.

I believe that your Mr. Bill Hamilton lives very close to the downtown section of Ontario and I do not think that it would be any imposition to ask him to "take a gander" at the river every day, or every other day, or as often as convenient as he goes to work, for which trouble I shall be glad to reimburse him for the State Land Board.

I am writing this to you rather than to Bill for the reason that I do not have his home address. I too wanted you to know that the State Land Board is asking me to do this so it might account for his occasional tardiness in reaching the office but I trust it will not interfer in any way with his work.

If this is agreeable with Bill Hamilton and yourself, I would ask that Bill write me at least twice a week advising me what the stage of the river is at Ontario: and I would also like to ask that you have

Bill confirm this arrangement at his earliest convenience in order that I may know that someone is looking after this for the State Land Board.

Yours very truly,

Frank I. Towle
Engineering Investigator

FIT:ap

cc Mr. E. T. Pierce, Clerk
State Land Board
Salem, Oregon

Mr. William A. Hamilton
State Highway Department
Ontario, Oregon

Mr. W. C. Williams ✓
Office

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

RECEIVED
MAY [illegible] 1963
FOR FILING

WESTERN UNION

1201

(45)

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA192

PR.BOA579 PD=WUX TDBO NYSSA ORG 9 1035P= 1952 JAN 9 PM 9 50

:H B GLAISYER=
:319 STATE OFFICE BLDG SALEM ORG=

=WILL ARRIVE SALEM THURSDAY JAN. TENTH. TRAIN TWO HOURS LATE HOPE TO BE IN YOUR OFFICE BEFORE NOON=

:CLYDE H SNIDER=

F-28(3)

3370

NOTED
H. B. GLAISYER

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

map showing location of parcels to — contractors information —
(Probert)

Filed
BY SECRETARY

2. Permit from St. Land Bd to take gravel from
sec. 18 T 18 S R 47 E.
acceptance of same by commission - how acquired
correspondence with land board.

3. record of acquisition of lease from private owner
(Sherman, trustee) (Muller)

4. reports from Engrs & investigators re taking of gravel
(before contractor went in to do 1st excavation
about Oct 15, 1950)

5. re Hobbs Pope's contract — reports of performance and
payment for work accomplished. (Probert)
were there any supplements of contract —
collateral instructions or amendments.

6. - copy of notices to contractors. ✓

7. - report on quantity of gravel used & source
from which obtained. (Probert)

8. correspondence with Fed Govt re use of either piece
of land — ~~Army~~

9. copy of Atty Gen opinion re ~~this land~~ use.

10. minutes of Commission in connection with use of
either piece of land.

Material requested by Mr. Smith 1/10/52
H.O.S.

RECEIVED

FOR FILING

COMMISSIONERS
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PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Mr. W. C. Williams

December 18, 1952

Mr. E. T. Pierce, Clerk
State Land Board
Salem, Oregon

Re: Fred J. Strasbaugh Trespass on Snake River Near Ontario, Malheur County, Oregon

Dear Mr. Pierce:

I. Geological Data.

1. In accordance with your authorization of November 20, 1952, with regard to the above entitled case, Mr. Lloyd Ruff, Geologist, has been employed to conduct a geological survey of that portion of the Snake River Valley in the vicinity of the subject island. Mr. Ruff's report has not been turned in yet for the reason that the tests on the soil samples which were to be run by the Charlton Laboratories of Portland have not as yet been received by Mr. Ruff. Furthermore, Mr. Ruff, under date of December 13, 1952, has requested a series of vertical aerial photographs in the immediate vicinity of the subject property, and until these photographs have been received by him, Mr. Ruff will probably withhold filing his report.

2. Under date of November 19, 1952, Mr. Ruff wrote us stating what information and materials he would need, and outlining in Section 4 of that communication his objectives in conducting this geological survey. To refresh your memory, let me at this time repeat that these objectives were (a) to verify that the island was formed by the river and was not cut off from the Idaho shore since 1859; (b) to verify that the meanders are progressing downstream; and (c) to verify the fact that the channel was once where the islands now are. The services of Mr. Max Holloway, well driller, were employed, and one fifty foot hole was drilled on the Johanek property on the Idaho shore. An attempt was made to drill holes of comparable depth on the subject property, but owing to the fact that Mr. Snyder and Mr. Strasbaugh ordered Mr. Holloway and Mr. Ruff's assistant off the property, we will have to do without that information. About forty soil samples were taken by Mr. Ruff and his assistant by hand-augering and these samples are now in the hands of the Charlton Laboratories. I was asked by Mr. Ruff to assist him in obtaining the logs of wells drilled in that territory, and also to attempt to secure from or through the U. S. Soil Conservation Service data with regard to soil classifications in that area. In accordance therewith, I have addressed inquiries to the Department of Agronomy, Moscow, Idaho, and the

Department of Geology, Corvallis, Oregon, which replies have not as yet been received.

2. I neglected to report that while I was in Boise I called at the U. S. Soil Conservation Service to see whether they had made any soil surveys of that portion of the Snake River Valley in which we are interested. I was advised by them that they had not, but they suggested that I should get in touch with Dr. Powers of Oregon State College and Dr. Baker at the University of Idaho. This, as aforementioned, has been done, and I await their replies.

II. Documentary Data.

1. In accordance with the suggestion of Mr. [illegible] Foxley, Deputy Attorney General, I obtained photostatic copies of the maps filed in evidence in the cases of A. B. Moss, et al, v. A. [illegible] Ramey, and Johnson v. Johnson, which cases were appealed in the Idaho Supreme Court. In connection with the photostatic copies of these two exhibits, I also had the photostat operator produce on the same sheet of paper with each of the maps a copy of the certificate accompanying the exhibit, should we wish to enter these in evidence in our case.

2. With the assistance of the Librarian of the Portland District Office, War Department, Corps of Engineers, I obtained a photostatic copy of the letter from the Secretary of War to the [illegible] Congress, Second Session, transmitting a report of the Chief of Engineers in charge of river and harbor districts, in which is contained a rather detailed report of F. J. Carrel, Assistant Engineer, indorsed by Major [illegible] A. Jones, Corps of Engineers, covering the Idaho territory. This report is a preliminary examination of the Snake River between Lewiston, Idaho, and the mouth of the Boise River, Idaho, and containing a rather lengthy discussion of the navagability of the Snake River in that stretch in which we are interested. This report is dated October [illegible], 18[illegible], and I have obtained it in such a manner that it may be entered in evidence should we care to do so.

3. Copies have also been obtained of the Weiser and Nampa quadrangles, prepared by the U. S. Geological Survey in 1[illegible] and 1[illegible], respectively. These quadrangles, as you undoubtedly know, may be entered in evidence without any further identification, and in the case of Strasbaugh v. the State Highway Commission, I obtained the original field notes signed by the topographers for the material gathered in the field from which the quadrangles were prepared. These are on file in the records of the Malheur Circuit Court and we may have access to this material as well as any other material which was entered in evidence by the State in the case of Strasbaugh v. the State Highway Commission.

4. From the Boise, Idaho headquarters of the Public Survey Office I have obtained copies of the original public surveys of 18[illegible], 187[illegible] and 187[illegible] on all of the townships, or fractions thereof, bordering on the right or Easterly bank of the Snake River from a point approximately 12 miles upstream from the subject property to a point approximately [illegible] miles downstream therefrom. I notice that on these Idaho plats, which were

prepared between [illegible] and [illegible], that the meander line of the right or easterly bank of the Snake River was not as closely defined as was done in the case of the left or westerly bank in the Oregon surveys of 1874 to 1878. However, even the Idaho plats show the existence of several islands, none of which, however, were very small.

2. From the Swan Island headquarters of the Public Survey Office I obtained copies of all of the original government surveys of 1874 to 1878 on the left or westerly bank of the Snake River opposite the Idaho plat and covering the same stretch of the river. I noted particularly on the Oregon plats that they showed many islands, ten or twelve, in fact, of which three or four contained as little as [illegible] acres.

III. Historical Data.

1. Inquiry has been made of the Librarian at the State Library with respect to what disposition was made of the books and papers of the late Mr. Lewis McArthur, and it was learned that all of his data was sold to a California publishing house, whose headquarters are in San Francisco. Miss Stephens, the State Librarian, states that they have asked for a list of all the books and papers of Mr. McArthur and when they have obtained the same they will make them available to us for our study. It is unfortunate that the Oregon Historical Society, to whom Mr. McArthur left his books and papers, should have sold these to a publishing house when, from my long acquaintance with Mr. McArthur I knew that it was his wish that the Oregon Historical Society should have the papers which he had prepared and he was hopeful that they would continue this historical research.

2. Dr. Erwin Raisz, head of the Institute of Geological Exploration, in a book written by him and published by McGraw-Hill, refers to the "New American Atlas" published in [illegible], a small plat being contained in his book of a reproduction of a map made by a Mr. H. S. Tanner. Although this plat identifies what we now know as the Snake River as at that time being referred to as the Shoshone River, none the less, Mr. Tanner is stated in Dr. Raisz's book as being the recognized authority of that era on matters pertaining to early exploration of the western territories. I have written to Dr. Raisz on this subject and as soon as I have his reply I shall transmit the same to you for your information.

3. My attention has been called to the fact that the Astor Overland Party are the earliest known explorers of the Idaho and Oregon territory, and I have been and still continue to search for information concerning the sketches and logs of their early explorations of the Snake River Valley.

4. While in the vicinity of Ontario and Payette I succeeded in contacting five persons who might either be personally acquainted with the early history of the Snake River above Ontario, or who could distinctly remember having been told by their parents or other relatives of the approximate year when the flood waters of the Snake River caused the meanders which have ever since been developing. A very brief summary of their statements to me is as follows:

a. Mr. Glenn F. Hurd, 11[illegible] South 11th Street, Payette, Idaho, stated to me on December 10, 19[illegible], that he remembered his father having told him that the flood waters which precipitated the major channel change in the Snake River occurred when Mr. Hurd's older brother was two years old. Mr. Hurd's older brother is now 7[illegible], which would date the beginning of this change in the year 18[illegible].

b. Mr. L. P. Dorathy of Fruitland, Idaho, stated to me on December 10, 19[illegible], that he had lived in Fruitland [illegible] years and that in his rememberance this change had begun before he came here. This means that it would have been before 18[illegible].

c. Mr. Clinton F. Trow, [illegible] S. W. First Street, Ontario, Oregon, who is at present Postmaster in Ontario, told me that his father-in-law, Mr. Dave Dunbar, bought some property adjacent to the Snake River on the Oregon side below Morton Island in 18[illegible]. He remembers Mr. Dunbar having told him that this change in the channel of the Snake River began after he had acquired his property in 18[illegible] and before he got married, which was in 18[illegible].

d. Mrs. [illegible] Blanton Smith of Ontario stated to me that she came to Ontario with her sister in 18[illegible], and according to her the change in the Snake River had begun to take place after they came to Ontario, but she does not recall the year or the date.

e. Mrs. Belle Blanton Redull of Ontario confirmed the statement made to me by her sister, Mrs. [illegible] Blanton Smith.

f. Inquiries have been addressed to Mr. Carl Morton of Weiser, Idaho; Mr. Murray Morton of Ontario, Oregon; Mr. Frank Ryan of Ontario, Oregon; Mr. Carl [illegible] and Mr. Edward L. King of Ontario, Oregon, inquiring as to their knowledge of channel changes in the Snake River above Ontario. In these inquiries addressed to these people reference has been made to the fact that the 18[illegible] and 187[illegible] General Land Office surveys of the left and right banks of the Snake River did not show an island at the end of King Avenue, but that the topographic survey of the U. S. Geological Survey of 1[illegible] does show an island of comparable size and shape to the one which we contend now exists opposite the end of King Avenue.

g. Replies have so far been received from two of these parties. Mr. Edward L. King wrote under date of December 1[illegible], 19[illegible], that to his best knowledge the Snake River has always been in the same channel in which it is presently flowing. He does, however, refer me to Mr. Murray Morton (to whom we have already written) and also to a Mr. [illegible] Clement of Fruitland, Idaho, and to John [illegible] of Nyssa, Oregon. However, under date of December 1[illegible], 19[illegible], Mr. King writes further to say that the piers supporting the railroad bridge at Nyssa had an influence on the current. The old wood bridges were replaced by steel bridges, and there were only half as many piers as had supported the wood bridges, and using Mr. King's own words, "another change in the current resulted". The first bridges were constructed about 1[illegible] and the second ones were constructed about 1[illegible]. Mr. King then goes on to suggest that we get in touch with Mrs.

[illegible] Davis, Mrs. Jim Farley, Ethel Clement Stafford, and Mae Gilmore. This last person referred to by Mr. King lives in Payette, Idaho, and is the granddaughter of Chief Justice Noggle, who was the first Justice of the Idaho territory.

7. The other person who has replied is Mr. Earl Blackaby, who writes that there are few people now living who could tell us anything about the Snake River before 1890. He refers us to Mr. King, from whom we have received replies, and states that Mr. King in 189[illegible] was a boy ten years old. He refers us also to a Mr. J. R. Gregg, who wrote a history of Malheur County which was published a few years ago, but who is now living somewhere in California, he thinks in San Bernardino. Mr. Blackaby goes on to state that he wasn't born until [illegible] in Jordan Valley, and while he does not have any particular data of his own, he does know that the land across the river in Whitley Bottom, Idaho, and on the islands in the Snake River shows that at one time the channel must have been in an entirely different place than it is presently located.

I would like to call your attention at this time to the fact that the report which was transmitted from our Resident Engineer at Ontario to our Division Engineer at La Grande, our Chief Construction Engineer in Salem, and thence to Mr. [illegible]. C. Williams, Assistant State Highway Engineer, that Mr. Strasbaugh had constructed a fence across King Avenue shutting the State off from access to its stock pile and the property owned in fee simple by the State Highway Commission, which was purchased from the Kiesel Estate, is in error. Mr. Strasbaugh did set fence posts at intervals of approximately 20 feet and made preparations to string barbed wire between these posts. At the time that he went out on the property to string the wire, a Mr. [illegible], tenant on the Kiesel property on the South side of King Avenue and immediately adjacent to the Strasbaugh holdings, informed Mr. Strasbaugh that he could string the wire if he so chose, but that if he did, he would take his bull dozer out and bull doze out the entire fence, whereupon Mr. Strasbaugh took his wire and hied himself hence.

Referring to the report which was passed down to our Mr. Williams that Mr. Strasbaugh was selling the material from our reject stock piles in the vicinity of King Avenue, please be advised that, in the opinion of the writer, these little reject piles do not contain at most more than a few hundred cubic yards and the removal of the same by Mr. Strasbaugh now serves to facilitate our access to our principal stock pile situated at the end of King Avenue and on the property which we purchased from the Kiesel estate.

Referring to the various photostatic copies of township plats and other material, please be advised that I am holding these in my office until such time as you wish to make use of them.

Yours very truly,

FRANK I. TOWLE
Engineering Investigator

FIT:sth
cc: E. G. Foxley
Anthony Yturri
Fred A. Miller
Lloyd Ruff

FORM 2-183X 27,500 4-52

Baldock

COMMISSIONERS
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R. H. BALDOCK
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W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

November 14, 1952

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
255 S. W. Broadway
Portland, 5, Oregon

Gentlemen:

Subsequent to the successful conclusion of the trial of Strasbaugh v. Chandler, et al., the State Land Board again requested the Attorney General to prosecute an action against the Strasbaughs to recover the value of material removed by Strasbaugh from the property claimed by the State Land Board.

The question arose as to whether the proposed action to be commenced by the Land Board should be an action in equity, probably in the nature of a suit for an injunction to quiet title, and an accounting, which matter would be determined by the Court alone, or whether it would be necessary to commence a statutory action of ejectment on the law side of the Court, thereby requiring all questions of fact to be determined by a jury. It is the opinion of this office, which opinion is also shared by Mr. Edger Pierce, Clerk of the State Land Board, and by Mr. Anthony Yturri, that it would be more desirable for the State Land Board to bring its action in equity rather than submitting the matter to a jury for determination, and also so as to thereby obtain certain equitable relief that could not result from an action at law. Mr. Foxley, Deputy Attorney General, shares this view that it would be more desirable to have the Court determine the matter, rather than to submit the same to a jury, but at the present time he is of the opinion we should proceed in an action of ejectment, which must be determined by a jury, for the reason that a determination of who owns title to the property is an essential part of any proceeding to be had, and that such title determination is more properly brought in an action at law.

There is no question but what Mr. Foxley's basic premise is correct, for ordinarily determination of title must be made by a jury; however, in certain instances where equity may otherwise take jurisdiction, an equity Court will itself determine the matter of title where such determination is incidental to the equitable relief sought. In my opinion this case is one that could well be started in equity for an injunction, to clear title, and for an accounting, and in the event the defendants do not make an objection and urge that the title matters be determined at law, the Court alone could proceed to a final determination of the entire case, including the issue of title, and should the defendants successfully urge upon the Court that the title determination be made by a jury, then, in my opinion, no loss would have been suffered, for the Court could issue an injunction and any other equitable appropriate relief, and require that an action in law be immediately prosecuted to determine the question of title, which would place the State in no worse position than had it originally attempted to litigate the matter of title in a law action to begin with, and, in addition, the other equitable relief would be available, as well as having at least attempted to have secured the entire determination originally in equity. The injunction above referred to would be to enjoin Mr. Strasbaugh from taking any additional material from the property claimed by the State Land Board.

As far as I know, the Attorney General has not made a final determination as to how he will proceed if he prosecutes this case for the State Land Board; however, in my discussions with the Attorney General and Mr. Foxley it appears that Mr. Foxley is at least now of the opinion that an ejectment action should be brought in law for the reason that it is questionable as to whether the title determination could be maintained in a court of equity should the defendants object thereto and that the Attorney General's office should not be in the position of commencing a suit in equity when an action in law would be more proper.

I learned this week that the law firm of Gallagher & Gallagher of Ontario, Oregon, wrote to Mr. Fred Miller on October 29, 1952, enclosing therewith a copy of a letter written by Gallagher and Gallagher to Mr. E. T. Pierce, Clerk of the State Land Board, copies of which two letters are enclosed herewith for your information, wherein Mr. Gallagher now contends that the Kiesel Estate owns the land from which the Highway Department removed the material, and which was the subject matter of the recent Strasbaugh lawsuit, and proposes that the State Land Board sell Perrin Island to the Kiesel Estate, and that the value of the material removed by the Highway Department be credited upon the purchase price of Perrin Island.

Perrin Island is located in the Snake River southerly of the property that was involved in the Strasbaugh lawsuit, and is not in any way connected therewith, other than by the proposal made by Mr. Gallagher.

When the Highway Department purchased property on the Snake River from the Kiesel Estate a couple of years ago, the Kiesel Estate at that time insisted that Perrin Island be conveyed to the Estate as consideration for the property sought to be acquired by the Highway Department, and it was with great difficulty over a long period of time that we finally convinced the Kiesel Estate that Perrin Island belonged to the State Land Board, and that the Highway Department had no jurisdiction or control thereover whatsoever, and that our negotiations for acquisition of property for the Highway Department could in no way involve Perrin Island. It appears that Mr. Gallagher is now attempting to take advantage of the situation and use this new claim of the Kiesel Estate's ownership of the land, from which the Highway Department took its material, to again attempt to force the State Land Board to convey Perrin Island to the Kiesel Estate.

I also enclose herewith for your information a copy of a letter from Mr. Anthony Yturri to Mr. E. T. Pierce, dated November 11, 1952, wherein Mr. Yturri comments concerning the claim of the Kiesel Estate. You will notice that Mr. Yturri sets forth in his letter that the matters involved in the Strasbaugh claim were discussed with Mr. Robbins, Manager of the Kiesel Estate, in the course of Mr. Robbins' appearance for us as a witness in the trial of the Strasbaugh case, and at that time, and as far as we now know, Mr. Robbins is friendly to the Department, and at least at the time of trial was making no claim in behalf of the Kiesel Estate for the property involved in the Strasbaugh litigation. It could well be, as pointed out in Mr. Yturri's letter, that the impetus for any litigation that might be commenced is coming solely from the attorneys for the Kiesel Estate.

Mr. E. T. Pierce, I understand, has advised Mr. Gallagher that the State Land Board does not recognise any claim of the Kiesel Estate upon the property involved in the Strasbaugh litigation, and will not enter into any trade concerning Perrin Island. We have made no attempt to contact the Kiesel Estate with respect to effecting a settlement of their claim, for we believe that the Kiesel Estate has very little chance of successfully proving that the land involved in the Strasbaugh litigation was ever an accretion to the mainland; however, should the Kiesel Estate be successful in proving that it was an accretion to the mainland, then it would belong to the Kiesel Estate, and not to the State of Oregon or Mr. Strasbaugh. No attempt will be made to effect any compromise with the Kiesel Estate unless the Commission so directs.

In light of this new claim, and the possible commencement of litigation by the Kiesel Estate against the Highway Commission, Mr. Foxley is now of the opinion, as he was during the progress of the Strasbaugh litigation, that the State Land Board should commence no action until any possible litigation commenced by the Kiesel Estate has been successfully defended by the Highway Department. He bases this conclusion upon the reasoning that in any action brought by the Kiesel Estate, they, as plaintiff, would have the burden of proving that they owned title to the property from which the State secured the material; whereas, should the State Land Board be the plaintiff in an action that would require proof of title, then the Land Board would of necessity assume this burden which would have to be proven by preponderance of the evidence, and Mr. Foxley expresses grave doubt as to whether the State could successfully prove its title to this land by preponderance of the evidence. In an attempt to aid the State Land Board and the Attorney General's office in securing evidence to prove title in the State, Mr. Towle is now cooperating with the State Land Board in securing additional geological information and historial data so as to conclusively show that the land involved belongs to the State of Oregon. Mr. Foxley is concerned over the possibility that title to the land might be found to be in the United States, which would be true if this island were a high, dry, stable and permanent terrain feature, of the nature of which the Federal Government would have taken cognizance as a part of the public domain, at the time the State of Oregon was admitted into the Union. I think that sufficient facts can be secured to prove that this island was not of such a type, or either did not exist at the time the State of Oregon came into the Union, in either of which events title would rest in the State of Oregon, assuming that it is proven that this land is an island rather than an accretion to the mainland.

To summarize, the present status of this matter is that Mr. Foxley plans to file no suit pending the collection of additional factual information concerning how and when the island came into being so as to be more fully assured of the ability of the State to prove title thereto and pending the successful defense by the Highway Department of any suit that may be brought by the Kiesel Estate, if such suit be commenced within the near future.

I hesitate to write a report of this length, but this matter is rather complicated and I believe it is of sufficient importance to outline to you the status of the matter as it now exists. I shall keep you advised of any changes or developments that result.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
Fred A. Miller

C
O
P
Y

ANTHONY YTURRI
Attorney at Law
Wilson Building
Ontario, Oregon

Anthony Yturri
John C. O'Kief
Associate

November 11, 1952

Mr. E. T. Pierce, Clerk
State Land Board
Salem, Oregon

Re: Strasbaugh-State Highway
Commission Disputed Lands

Dear Mr. Pierce:

We have just received a copy of a letter written to you by Frank I. Towle, Engineering Investigator for the Highway Commission, and feel that we should write your office to report on certain matters which have only recently come to our attention. It is not my thought to discuss at any appreciable length the various problems that will be confronted in the litigation contemplated by the State Land Board respecting the land in question. On the contrary, my only purpose at this time is to acquaint your office with some new developments, and to point out certain aspects of the case which will require particular attention.

I was informed yesterday that the attorneys for Fred J. Strasbaugh had conferred with Gallagher & Gallagher for the purpose of inducing the latter to join in a legal action against the State Highway Commission, contractors, et al. As you know, the Court felt that the Kiesel Estate should have been a party-defendant or party-plaintiff in the Strasbaugh action, and the Court based its decision upon the failure of Plaintiffs to join the Kiesel's as parties. Personally, it was my opinion that a verdict should have been directed upon other grounds, but the Court was careful to explain that he was not passing upon any of the remaining grounds asserted by the Defendants in their motion.

Naturally Strasbaugh and his attorneys are well aware of the basis for the Court's decision. They likewise appreciate the feeling of the Court that if the lands in question be accretion lands, that they belong to the Kiesels, unless the latter have lost the same through adverse possession on the part of Strasbaugh and his predecessors in interest. Consequently, Strasbaugh (so I am informed from reliable sources) is seeking to circumvent this problem by entering into some agreement or arrangement with the Kiesels, whereby both will join as Plaintiffs and re-institute the action at law in order that it may be tried before a jury.

Gallagher & Gallagher are representing the Kiesels, and at the moment they are not particularly interested in forming an alliance with either Strasbaugh or his attorneys. However, their reluctance is not prompted by any lack of affection for Strasbaugh, but rather their desire to proceed alone springs from a belief that the Kiesels can recover in the same type of an action. They have called me several times to inquire as to my recollection of Strasbaugh's testimony concerning the net profit realized by Strasbaugh from his independent gravel operations. I believe that they contemplate an action against Strasbaugh as well as against the State Highway Commission, the contractors, et al. They also believe that some comfort and assurance of success is provided by the recent decision rendered by the Supreme Court against the Highway Commission. While I cannot agree with them, nevertheless, they do place some reliance upon that case.

Digressing for a moment, I might point out that Mr. Cochran, Mr. Miller and I discussed this case, and particularly the adverse possession aspect, with Stanley Robbins, manager of the Kiesel property, at some length. My impression may have been erroneous, but I certainly formed the opinion that he was friendly, and that we would have no great difficulty in arriving an amicable and reasonable settlement of any dispute that may have arisen between the Highway Commission and the Kiesel. I still feel that my analysis is correct, but I fear that the Kiesel attorneys are anxiously looking forward to an opportunity to commence a lawsuit for the Kiesels. If such litigation is instituted the impetus will be furnished by the attorneys. Perhaps, it would be wise for some member of your office to not only consider, but ascertain the true state of feeling that exists on the part of the Kiesels.

The Kiesel attorneys are active in their pursuit to organize an action, but the eventual outcome will rest upon the position that is taken by Stanley Robbins and his employers.

There has been some discussion of an appeal from the Court's decision, but no definite word has yet reached this office, and I understand that no intimation has been given to the Court. Nevertheless, it is our opinion that in the event of re-litigation of any nature, that the matter should be heard before the Court with out a jury. The matter should proceed in equity and not law. As a matter of fact, it is my view that a jury is not capable of grasping all of the problems that are involved in the case.

ANTHONY YTURRI
Attorney at Law
Wilson Building
Ontario, Oregon

Anthony Yturri
John C. O'Kief
Associate

So much for those aspects.

We find the suggestions made by Mr. Towle most acceptable. However, it is our opinion that Dr. Makin should also be a witness, since he is quite convincing and certainly has a thorough understanding of the geological problems involved. True, some of the jury places less weight upon his testimony than others, but a personal conversation with those jurors disclosed that their ire was aroused when Dr. Makin stated that in his opinion the testimony of a geologist who had not written any treatises was less valuable than the testimony of an author-geologist. This little item alone was responsible for some resentment against Dr. Makin. On the other hand, if the case were before the Court I am positive that his testimony would be invaluable. Please do not feel that I am in any manner endeavoring to belittle the merits of Lloyd Ruff. I have known Mr. Ruff for many years having attended the University of Oregon at the same time as early as 1931 and 1932. Nevertheless, Dr. Makin does possess a convincing courtroom manner, and if possible both witnesses should be used.

We found Mr. Towle to be a tremenduous help in the Strasbaugh case, and he demonstrated a keen ability to foresee the positions that would be taken by the Plaintiff. Therefore, it is our view that his aid should be constantly available.

One matter upon which the Court remains unsatisfied is the question of the ownership of the property if it became an island after it had been accretion. In other words, assume that the area in question had been formed by process of accretion upon the Kiesel and Strasbaugh lands, or their predecessors. Assume further, that subsequent to the physical attachment of the lands or deposits to the mainland, that a scour was cut through the mainland thus severing from the mainland a parcel which had previously been added to the mainland by accretion. Assume also that this severence occurred prior to the admission of Oregon into the Union, or subsequent thereto, but prior to the Burr application for a patent. Under these assumed facts, to whom would the area belong even if it be conceded that it was an island in 1912 and all years subsequent thereto? This will bear further research since there appears to be a split of authority on the subject.

I personally feel that the area in question was a natural island that arose from the bed of the stream, in which event our position is sound, but before proceeding further I believe that the question propounded in the above paragraph should be positively determined.

I merely present these questions for your consideration and ask that this matter be discussed with Mr. Towle. In any event, if this case is to proceed on the equity side of the Court a determination should be made before an appeal is perfected or another action commenced. Personally, I am of the opinion that a suit in equity will forestall any contemplated appeal. The expense of the latter is presently perhaps the deterring factor.

Trusting that I have not belabored this matter at too great length, I am,

Very truly yours,

Anthony Yturri

P. S. Please excuse the typing, but this is Armistice Day and I had to resort to my own resources.

A. Y.

COPY

GALLAGHER & GALLAGHER
LAWYERS
GALLAGHER BUILDING
ONTARIO, OREGON
October 29, 1952

Mr. Fred Miller
Attorney at Law
State Highway Commission
Salem, Oregon

Dear Fred:

Enclosed herewith is a copy of a letter which I am today writing to the Clerk of the StateLand Board which is self-explanatory so far as it goes. The further facts regarding which I write is that the Kiesel Estate is negotiating with the State Land Board for the purchase of a small tract of land in Snake River which the State contends is an island and as you will see by my letter to Mr.Pierce we are seeking an adjustment on whatever claim the Kiesel Estate may have for the gravel removed from the land that Strasbaugh was claiming. It is my thought that a round table discussion of this problem might result in complete adjustment of any claim Kiesels have for the gravel as a partial off-set for the price the State is asking for its interest in the so-called Perrin Island. You will note that I have suggested to Mr. Pierce that he contact you so that he may learn your version of the facts first hand and I suggest that if he fails to do so you contact him.

With best personal regards from the writer I beg to remain,

Yours very truly,

/S/ P.J.Gallagher
OF GALLAGHER & GALLAGHER

PJG:sd

(C O P Y)

P. J. GALLAGHER
MARTIN P. GALLAGHER

GALLAGHER & GALLAGHER
LAWYERS
GALLAGHER BUILDING
ONTARIO, OREGON

P. O. BOX 117

October 29, 1952

Mr. E. T. Pierce
Clerk
State Land Board
Salem, Oregon

Dear Mr. Pierce: RE: Perrin Island

We are preparing a bid on behalf of the Kiesel Estate pursuant to the advertisement for the sale of this property and it is the purpose of this letter to call your attention to some developments that have taken place within the past few weeks which may have some bearing on the relationship between the Kiesel Estate and the State Land Board.

In a recent lawsuit tried in Malheur County, between F. J. Strausbaugh as plaintiff and the State Highway Commission and other State officials as defendants, it developed that the State Highway Commission, apparently under the authority and agreement with the State Land Board, removed
34000 some 38,000 yards of gravel on land belonging to the Kiesel Estate through accresions from Snake River. It appears that the Kiesel Estate has an unquestioned title to the lands from which this gravel was removed.

This assumption was the main factor in the court granting a non-suit against the plaintiff Strausbaugh when he attempted to show that he was the owner of the gravel taken. The purpose of this letter is to open negotiations for an adjustment of all of the mattersincluding the removal of the gravel and the sale of the State's interest in Perrin Island. Mr. Fred Miller, counsel for the State Highway Commission in this case, is quite familiar with the facts developed and I am sending him a copy of this letter and suggesting to both of you that you have a conference in order that you may be fully advised of what happened relative to this gravel and with the hope that consideration be given to the fact that the gravel was removed under what we understand to be the direction and license of the State Land Board and that in consideration the negotiations for a purchase of Perrin Island that whatever

P. J. GALLAGHER
MARTIN P. GALLAGHER

GALLAGHER & GALLAGHER
LAWYERS
GALLAGHER BUILDING
ONTARIO, OREGON

P. O. BOX 117

equities or considerations that the Kiesels may be entitled to should be taken into account either by re-payment for the gravel or credit upon the purchase price of Perrin Island. Either Mr. Robins or myself or both of us can come to Salem for a conference looking towards a complete settlement of both problems.

Trusting you will give this matter you usual careful attention and with best personal regards, I beg to remain,

Yours very truly,

OF GALLAGHER & GALLAGHER

PJG:sd
cc: Fred Miller
Kiesel Estate

MANAGEMENT
REAL ESTATE
INSURANCE
BONDS

PHILO H. ANDERSON
REGISTERED PROFESSIONAL ENGINEER
MINERAL SURVEYOR
BAKER, OREGON

MAPS & SURVEYS
INVESTIGATIONS
SUPERVISIONS
APPRAISALS

RECEIVED
FOR FILE
F-22(3)
3370

November 5, 1952

Mr. Frank I. Towle
Oregon State Highway Department
104 State Highway Building
Salem, Oregon

Dear Mr. Towle:

In accordance with your telephoned instructions inclosed are the following:

1. Field notes for River Traverse.
2. Field notes for Island Traverse.
3. Description of area between old 1874 Meander Line and low water of Snake River.
4. Description of low water island.
5. Coordinate sheets for big traverse.
6. Coordinate sheets for island traverse.
7. Tracing and print of map showing the above.
8. Letter of inclosure to State Land Board.

NOTED
W. C. WILLIAMS

I am sorry to be so late with the above, but I got a siege of flu and virus pneumonia that set me back a few days.

The bill for this work will come after my return from Portland next week.

Very truly yours,

Philo H. Anderson

PHA:lc

P.S.
Map is under separate cover.

PHA

RECEIVED
FOR FILING

October 24, 1952

Mr. Philo H. Anderson

Baker, Oregon

Dear Mr. Anderson:

This will confirm our telephone conversation of this date, at which time we requested that you take charge of some surveying for the State Land Board on the property located at the foot of King Avenue, a short distance south of Ontario, Oregon. It is our understanding that you will be in Ontario Monday, October twenty-seventh, to take charge of this work, and we will have a party available for your use at that time.

Specifically what the State Land Board requires is that you rerun the meander line from the northeast corner of Lot 6, Section 33, Township 18 South, Range 47 East, upstream along the left bank of the Snake River to the second meander corner upstream from the northwest corner of Lot 1, Section 3, Township 19 South, Range 47 East. Then by stadia they wish that you should enclose all of the area shown by a broken purple line on the map attached hereto, running downstream from the meander corner of Lot 1, Section 3, above referred to, to the point where it would intersect the northwest corner of Lot 6 of Section 33. They also wish that you would check the survey of the little outer island made under the supervision of our Resident Engineer, Lloyd Johnson, in order that the area encompassed by that survey may be included in the description of the whole tract. Should you find that the survey of the little outer island will not close, or in any other respect is unsatisfactory, then it would be necessary for you to traverse by stadia the little outer island.

The purpose of the surveying, which the State Land Board has requested that you take charge of, is to prepare a metes and bounds description of these two areas to be incorporated in a complaint that will be filed by the State Land Board against Mr. and Mrs. Fred J. Strasbaugh. They request that you prepare this legal description so that the attorneys may incorporate it in the complaint, and it will be necessary at the time of the trial of this case for you to appear as a witness for the State Land Board to testify as to the work that you have performed for them.

Mr. Fred Miller, our Assistant Counsel, has contacted the State Land Board, and they have approved the employment of yourself with respect to taking charge of this survey. When the surveying is completed and the legal description has been prepared, kindly forward the same, together with your invoice for professional services and expenses, to the State Land Board, mailing the same to them, however, in care of Mr. Fred Miller of our Legal Department.

Yours very truly,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

FIT:avh

E. T. PIERCE
CLERK

RECEIVED
FOR FILING

7-21(3)

3271

Referred to:

[illegible]

[illegible]

[illegible]

STATE OF OREGON
OFFICE OF THE STATE LAND BOARD
STATE CAPITOL
SALEM

IN REFERRING TO THIS COMMUNICATION IT IS IMPORTANT THAT YOU MENTION
FILE NO.

October 23, 1952

NOTED
H. B. GLAISYER

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

Attention of Mr. H. B. Glaisyer, Secretary
In re - Gravel Trespass - Snake River

We wish to acknowledge receipt of your letter of October 22d, wherein you advise that the services of Mr. Frank Towle will be available for the use of the State Land Board in its proposed suit against Fred J. Strasbaugh in connection with trespass on state lands in Malheur County, for which we thank you.

Very truly yours,

E T Pierce
Clerk of State Land Board.

ETP/g

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

ALL QUOTATIONS SUBJECT TO PRIOR SALE AND CHANGE OF PRICE WITHOUT NOTICE AND TO FINAL APPROVAL BY THE STATE LAND BOARD

RECEIVED
FOR FILING

R

Salem, Oregon
October 22, 1952

Mr. Frank I. Towle
Engineering Investigator
OFFICE

Dear Mr. Towle:

At a meeting of the State Highway Commission held on Monday of this week, October 20, 1952, Mr. Fred A. Miller, Assistant Chief Counsel, reported to the Commission a request from the State Land Board for the loan of your services in connection with a suit that the Board proposes to institute against Fred J. Strasbaugh for the removal of gravel from lands owned by the State Land Board near Ontario on the Snake River.

This note is simply to inform you that the Commission unanimously approved the Board's request and authorized you to render such service to the Board as may be necessary in connection with this case.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. Enfield

2-b-1
10/21/52

October 22, 1952

Mr. E. T. Pierce
Clerk of State Land Board
State Capitol
Salem, Oregon

Dear Mr. Pierce;

In your letter of October 21, 1952, you state the desire of the State Land Board to secure the services of Mr. Frank Towle of this department as a witness in the boards proceedings in connection with the trespass case against Fred J. Strasbaugh, Malheur County, and you also request the use of certain data that the State Highway Department secured in its recent litigation with Mr. Strasbaugh. I am please to inform you that the State Highway Commission at its meeting this week had this matter under discussion and unanimously authorized the loan of Mr. Towle's services to the State Land Board in its case against Mr. Strasbaugh.

Mr. Towle is being authorized and instructed to furnish all material assembled in connection with the Highway Commission's case as may be necessary to assist in bringing to a successful conclusion the State Land Board's pending suit.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:al

cc:
C. W. Enfield

R

STATE OF OREGON
OFFICE OF THE STATE LAND BOARD
STATE CAPITOL
SALEM

IN REFERRING TO THIS COMMUNICATION
IT IS IMPORTANT THAT YOU MENTION

FILE No.

October 21, 1952

The Oregon State Highway Commission
Salem
Oregon

Gentlemen:

In re - Gravel Trespass of Fred J. Strasbaugh - Malheur County

We beg to advise that the State Land Board is preparing to file a suit against above named trespasser in connection with the trespass wherein he has removed a considerable amount of gravel from lands claimed by the State Land Board near Ontario on the Snake River. It is the desire of the board to secure the services of Mr. Frank Towle, of your department, as a witness in the proceedings, and also the use of certain data the highway department procured in its recent litigation with Strasbaugh with respect to adjoining properties.

This request is made inasmuch as the board feels that the testimony of Mr. Towle is very pertinent and should be introduced in the proposed proceeding, and we trust you will be able to accommodate us in this regard.

Very truly yours,

E T Pierce

Clerk of State Land Board.

ETP/g

ANSWERED
H B GLAISYER

RECEIVED
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STATE HIGHWAY COMMISSION

ALL QUOTATIONS SUBJECT TO PRIOR SALE AND CHANGE OF PRICE WITHOUT NOTICE AND TO FINAL APPROVAL BY THE STATE LAND BOARD

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FORM E-90 37,900 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 7, 1952

SUBJECT: Strasbaugh v. Chandler, et al
L-1731

To: Mr. R. H. Baldock
State Highway Engineer
OFFICE

NOTED
State Highway Engineer

Dear Mr. Baldock:

In the absence of Mr. Enfield and Mr. Miller, Mr. Frank Towle has handed me a letter dated October 2, 1952, from Messrs. George T. Cochran, Fred A. Miller and Anthony Yturri, which concerns the above case, and pursuant to your instructions, requested me to briefly define the difference between a directed verdict for a defendant and the granting of a motion for an involuntary non-suit by a plaintiff.

When, at the conclusion of a trial, a defendant moves for a directed verdict and the Judge finds that the plaintiff has not proved his case and that if he submits the cause to the jury, if the jury were to return a verdict for the plaintiff, he would have to reverse the jury's decision, notwithstanding their verdict, he can dismiss the jury and direct a verdict for the defendant. When the Judge so directs a verdict, the plaintiff is thereafter estopped from maintaining another action against the same parties on the same cause of action. In other words, the matter is res adjudicata, just the same as if the jury had given the verdict for the defendant.

When the plaintiff, however, moves for a non-suit and the Court in its discretion determines that a cause is not sufficient to be submitted to the jury, due to the fact that the plaintiff has not introduced sufficient evidence upon any or all of the issues as set forth in the complaint, but the judge feels that the plaintiff may have a good cause of action either improperly stated, or, at the time of trial, lacks sufficient evidence to prove his cause, he can grant the plaintiff's motion for a non-suit which, in effect, dismisses the case but does not bar the plaintiff from filing another action for the same cause and against the same parties. Section 6-204, O. C. L. A., specifically provides as follows:

> "When a judgment of non-suit is given, the action is dismissed, but such judgment shall not have the effect to bar another action for the same cause".

In conclusion, therefore, had the Judge granted the defendant's motion for a directed verdict, the plaintiff's only recourse would be to file an appeal to the Supreme Court. Since, however, the Judge has apparently granted the plaintiff's motion for a non-suit, the case is now dismissed, both parties are in the same position as they were before trial, and the plaintiff can, if he so desires, file a new action against the same parties and on the same cause of action in the same Circuit Court. In other words, the case has been dismissed, just as though both parties had stipulated to dismiss the case, and the plaintiff is given leave to file a new action.

As to costs, however, it makes no difference whether the Court issues a directed verdict for the defendant or whether he grants the plaintiff's motion for a non-suit, because in either case the plaintiff must pay the defendants' costs.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Frank C. McKinney
FRANK C. McKINNEY
Assistant Attorney

FCMc:sth

RECEIVED
1952
FOR FILING

NOTED
State Highway Engineer

October 2, 1952

REFERRED TO
Mr. Towle
By State Highway Engineer

Please explain this.

Mr. C. W. Enfield
Chief Counsel
State Highway Commission
Salem, Oregon

Re: [illegible] v. Chandler et al

Dear Sir:

Yesterday, at the close of the case we presented to the Judge a motion for a directed verdict, among other things, based upon the undisputed evidence concerning accretion, islands, ordinary high water mark and State ownership. Included in this motion, however, was a further ground that there was a nonjoinder of parties defendant. The Judge had indicated that he was going to take the theory for the division of accretions among the land owners and such a division would show that the plaintiff would not own the gravel pit in question. Under the allegations of the complaint the plaintiffs alleged that they were the owners in fee simple, and under such an allegation could prove such title by adverse possession.

At the end of the plaintiffs' case we had made a motion for a nonsuit because just before closing his case he claimed that if he did not own the land by accretion or if the accretion was divided so that he did not own it, yet he did have title to it by adverse possession. Inasmuch as this claim did not appear until near the end of his case, we maintained that we had a right to dismiss the case for nonjoinder of parties because the division of the accretion, if the land was accretion, would show that the [illegible] estate owned the ground in question. The Court overruled that motion for a nonsuit; however, we put into the motion for a directed verdict the same claim of nonjoinder of necessary defendant.

At the close of our argument upon the motion for a directed verdict yesterday evening, the Court indicated that he was going to take the case away from the jury and direct a verdict. He stated his reasons to be that the only way the plaintiff could claim the land was by accretion, and by proper division of the accretion, it showed that the [illegible] estate would be the owner of the ground where the gravel pit was located, and inasmuch as the plaintiff had claimed title by adverse possession of this particular part of the land, the [illegible] estate was a necessary party and the dispute as to title between the Kiesel estate and the plaintiff could not be settled in this action, and therefore, he was going to direct a verdict.

This morning, however, the plaintiff's attorney orally moved that if the Court was determined to take the case away from the jury on the ground that the Kiesel estate was a necessary party then the order should be an involuntary nonsuit in place of a directed verdict. After argument on this question, the Court stated his opinion has always been that he did not wish to bar the plaintiff from bringing any action or suit that he desired to bring for testing out the title between the plaintiff and the Kiesel estate. We suggested to the Court that even a suit between the plaintiff and the Kiesel estate would not determine the title because the state owned the bed of the Snake River and there was still unsettled the question of the title of the state if he gave an order of involuntary nonsuit.

After a good deal of debate and consideration, the Court called in the jury and instructed them that he was taking the case away from them and was granting the plaintiff an involuntary nonsuit. We thereupon drew up the proper journal entry showing this order dismissing the present action granting costs to the defendants.

The plaintiff's attorneys have been strenuously talking about bringing a suit to quiet title. Mr. Taggart, one of the attorneys for the plaintiff, asked us whether or not the State Land Board could be included as a party defendant in such a suit. We informed him we would have to look it up in order to ascertain that question and we have not yet heard from them as to what their next move is going to be. If a suit to quiet title is begun the 103 exhibits in the case would be very useful.

Yours very truly,

Geo. T. Cochran

Fred A. Miller

Anthony Yturri

GTC/t

cc: Mr. R. H. Baldock
Mr. Ben R. Chandler
Mr. Charles H. Reynolds
Mr. S. L. McIver

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FOR FILING

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 2, 1952

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
255 S. W. Broadway
Portland 5, Oregon

NOTED
State Highway Engineer

Re: Fred J. Strasbaugh, et ux.
v.
Ben R. Chandler, et al.
L 1731

Gentlemen:

I was advised by Mr. Fred Miller by a telephone call from Ontario yesterday, that after a full day of legal arguments the Court ruled favorably upon our motion to direct the jury to return a verdict in the above-entitled case in favor of the defendants, and that the jury upon its return to the courtroom this morning will be so directed.

This was a bitterly fought case and lasted for a period of more than three weeks, and involved the introduction and study of 103 exhibits. I think Mr. Yturri, Mr. Cochran and Mr. Miller did an excellent job in the trial of this case, and no small part of the success was due to the untiring efforts of Mr. Frank Towle, of this office, in interviewing witnesses and securing technical data, maps, aerial photographs, and other documents that were introduced as exhibits at the trial.

Not only did the plaintiffs fail in proving liability upon any of the several named defendants, but in addition to the expense they have themselves undertaken in prosecuting this matter, they will have to pay our cost bill that will be filed in this case.

We are bringing this matter to the attention of the State Land Board so that it may take whatever action it deems desirable to commence proceedings against the Strasbaughs for recovery of the value of materials that the Strasbaughs have removed from lands owned by the State.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
H. B. Glaisyer
Fred A. Miller
Frank I. Towle

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FOR FILING

RECEIVED
SEP 23 1952
LEGAL DEPT.

September 20, 1952

REFERRED
TO Williams
FOR Your information
C. W. ENFIELD

NOTED
W. C. WILLIAMS

Mr. C. W. Enfield
Chief Counsel
State Highway Commission
State Office Building
Salem, Oregon

In re: Strassbaugh vs. Chandler et al

Dear Sir:

We deem it proper that we should report to you the progress in the trial of the above case.

The plaintiffs are exceedingly slow in putting on their case. Counsel for plaintiffs seem to be very much confused and as a result, the testimony they put on is somewhat confusing. This confusion of thought is shared by the court as well as the jury.

At the opening of the case we again presented our motion for an election as to what cause of action they were following. The court reserved his decision upon this motion until the close of the plaintiffs' case.

Their first witness was Mr. Davenport, an engineer from Caldwell, Idaho. At the proper time we objected to taking of any testimony on the ground that the first amended complaint did not state the cause of action. This objection was overruled and the engineering testimony of Mr. Davenport was presented. His testimony occupied a day and a half of the court's time. His testimony consisted mostly of synchronizing the Idaho government survey of 1868 with the Oregon government survey of 1874. He thus showed that the river had cut into the Idaho side and deposited material on the Oregon side so that the extended part of the land in question here would technically be in Idaho. The Idaho meander line, however, did not touch the gravel pit. Mr. Davenport also ran a level on the extended township line and followed the township line on the south boundary of Lots 6 and 7 of Section 33, Township 18 South, Range 47 East, which is the property patented to the predecessors of the plaintiffs. From this survey it was shown that the road known as King Avenue was south of the township line and, therefore, on the KSD holdings. The fence on the south of the road turned somewhat to the south and then extended to the present west bank of the Snake River.

Lloyd Babler of Babler Brothers, Inc., was called by the plaintiffs. He was examined as an adverse witness. In general he outlined the work that was done and testified that he went through a fence that was across this road.

Mr. Baldock was also called. He testified that the Right-of-way Department, headed by the Chief Counsel, had charge of securing rights-of-way and that he had nothing to do with that department. He further testified that by reason of the extensive operations of the Highway Department, he could not give personal supervision of the work and that such personal supervision was not a part of his duties. He also testified that neither Williams nor Stiffler were employed by him. In general,he was an excellent witness for us.

The plaintiffs then proceeded to call the predecessors in interest of plaintiffs, Mr. Bishop, Mr. Moses, Mr. Patterson and Mr. White. They all testified that there was no island during the time of their occupancy and that they claimed all the land extending from Lots 6 and 7 to the present line of Snake River. In the meantime counsel for the plaintiffs admitted that at the time of the survey in 1874 the main stream of Snake River had its banks at the meander line of the government survey. They also called an employee of KSD, a Mr. Krotschevar, who verified their claims. The testimony of these witnesses, however, was minimized to a large extent by the cross examination that showed that when Mr. Bishop bought the place he did so with money loaned him by KSD, and that livestock operated on the disputed property during the first year were partnership cattle. Although we have not succeeded in doing so, we are attempting to show that the KSD cattle grazed over the area in dispute during these times, and we may have succeeded in gaining sufficient admission from which an inference can be drawn that the fences were not sufficient to withhold livestock. However, on several occasions when the KSD cattle came on to this land KSD people, together with the occupants of Lots 6 and 7, herded then back on to the KSD land.

In their testimony it also appeared that next to the meander line of Lots 6 and 7 was a low place where the original river at one time flowed; that the west banks of this channel had been leveled down and the dirt pushed into the side of this channel; that a driveway had been graded and built to cross the channel near the house. Also, across a channel which we call the channel between the inner island and the second island, a dam had been built for the purpose of constructing a ditch for irrigation purposes and a pump was put into this channel. In testimony we called this channel an indentation because pictures and maps show water from Snake River backs into this channel to this construction and there is still water in that place. The testimony further showed that beginning at the northwest corner of Lot 6 a fence had been constructed easterly along the boundary line of the present channel of Snake River to this indentation and thence in a southeasterly direction to the KSD fence. While this fence virtually enclosed the part of the lands east of the meander line, such enclosure did not affect our gravel pit, but did enclose the gravel pit on which plaintiffs are now operating.

Plaintiff, in his testimony, admitted that he did not have a permit from the State Land Board or from the U.S. Corps of Engineers. Plaintiff, in his testimony, testified that the gravel was worth $1.25 per cubic yard; that in his pit he had extracted substantially 18,000 cubic yards during the years 1949 and 1951; that he did not extract any of the gravel from that place in 1950. Of course he testified that the gravel was good for concrete work and introduced samples in evidence.

The plaintiff and his predecessors in interest testified that at the time of each transfer, the grantor told the grantee that he was selling him not only Lots 6 and 7, as meandered, but also all the lands north of the KSD fence to Snake River and east from the western boundary of Lots 6 and 7 to Snake River.

The last witness put on by the plaintiffs was Mr. Clement, who was born in 1886, and who testified that in his teen age years he hunted and fished around this land and that there was no water in the channel bounding the meander line and only in extra high water years did water flow through this channel.

We did succeed in gaining an admission from Mr. Strassbaugh that he realized that the title to Lots 6 and 7 consisting of 23.74 acres was valid and free from question, and that he based his views as to sufficiency of title to the remaining land upon his experience with accretion lands in Nebraska.

Counsel for the plaintiffs indicated to the court that they were withdrawing all claims for damages for any trespass and were proposing to stand alone on the conversion of the gravel. We believe this takes out of the case a proposition that possession alone would be sufficient for him to maintain his action. This, of course, he is trying to show by adverse possession. There is no doubt but what he can and has shown that any cattle that were owned by the plaintiff or his predecessors in interest roamed over this area where our gravel pit is located and no objection was ever made to it.

In addition to the defense that the statute of limitations does not run against the state, we will argue that they have not established any sufficient enclosure for them to claim adverse possession.

Plaintiffs inform us they have two more witnesses to put on when we convene on Monday the 22nd. Upon the completion of their testimony we will not only request the court to rule upon our motion to elect, but also to rule upon such motions of dismissal with respect to most all of the defendants and for an involuntary nonsuit. When counsel for the plaintiffs indicated to the court that they were withdrawing any claim for damages on account of trespass, we immediately moved to strike out of the complaint all allegations concerning trespass. The court indicated that he would strike out such allegations except such as were necessary to support a claim for conversion of the gravel. We were requested to file a motion specifically pointing out the allegations which we deemed should be stricken. We have dictated that motion and will present it in writing to the court today.

We have yet to put on any evidence or defense, but assure you all the points for any of our defenses have been properly preserved and will be fully presented. Of course the big item of defense which they do not feel we can establish concerns the existence of an island in this area. We are satisfied that we can demonstrate its existence beyond any reasonable question.

Yours very truly,

Geo. T. Cochran

Fred A. Miller

Anthony Yturri

GTC/AY/mt

cc: Ben R. Chandler
Charles H. Reynolds
R. H. Baldock
M. K. McIver

RECEIVED
1952
FOR FILING

registered mail

September 19, 1952

Mr. Clyde Snider
Attorney at Law
Nyssa, Oregon

Dear Mr. Snider:

I am returning herewith Cashier's Check No. 18108 on the Nyssa Branch of The First National Bank of Portland, said check being made payable to myself in the sum of $131.36. It accompanied the subpoena, ducas tecum, which was served on me by the Sheriff of Marion County and required me to appear in connection with the Strasbough case in the Circuit Court at Vale on September 10, 1952, with certain documents.

Pursuant to the information given me by yourself over the telephone, I did not appear in court, but I did furnish certified copies of the documents mentioned in the subpoena, which you stated would be satisfactory.

Inasmuch as it was not necessary for me to appear personally in this case, I return the check to you for cancellation.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

E-128X 25M 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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CHAS. H. REYNOLDS, MEMBER
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M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

H B Glaisyer

VIA SPECIAL DELIVERY September 12, 1952

Mr. Fred A. Miller
Assistant Counsel
Oregon State Highway Commission
c/o Moore Hotel
Ontario, Oregon

Dear Mr. Miller:

Enclosed herewith is a copy of a letter dated September 13, 1950, from Mr. J. M. Devers, by R. L. Porter, addressed to Mr. E. T. Pierce, Clerk, State Land Board, making application to remove gravel below the high water line of the Snake River in certain areas designated therein, together with a copy of the map enclosed therewith, as requested by you by phone yesterday.

To insure that you have copies of all of the other matters contained in the Subpoena Ducas Tecum, I enclose herewith the following:

1. A copy of a letter dated January 12, 1951, from Mr. J. M. Devers, by R. L. Porter, to Mr. E. T. Pierce, making application to remove gravel and sand within a described area, a portion of which is above the high water line, together with a copy of the map enclosed therewith.

2. A copy of a letter dated January 19, 1951, from Mr. R. H. Baldock, State Highway Engineer, addressed to the District Engineer, Corps of Engineers, Walla Walla District, requesting a permit authorizing the excavation and removal of approximately 70,000 cubic yards of gravel from an island located in the Snake River, 5.5 miles upstream from Ontario, Oregon, together with a copy of the map enclosed therewith.

3. A copy of a letter dated February 14, 1951, from Mr. Leo M. Buhr, Chief, Construction Division, Corps of Engineers, addressed to the Oregon State Highway Commission, attention Mr. R. H. Baldock, State Highway Engineer, transmitting the permit requested in Mr. Baldock's letter of January 19, 1951, above mentioned. The permit referred to in this letter of February fourteenth, together with any prints or maps attached to the permit, are not included in the enclosed certified copy, and the certificate expressly excludes such enclosures. Mr. Glaisyer advises that you have the original of this letter, together with the permit and other enclosures, and he has no copy thereof in his files. Likewise, his certificate refers to a comparison of the enclosed copy with a copy of the letter which is filed in the records of the Commission in Salem, since he was unable to compare the same with the original, which you have.

Mr. Fred A. Miller
September 12, 1952
Page 2

If you need any other material or information that we can dig up, please advise.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
Encl.
cc - H. B. Glaisyer

R

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR MALHEUR COUNTY

FRED J. STRASBAUGH and ELIZABETH STRASBAUGH, Plaintiffs, v. BEN R. CHANDLER, et al, Defendants,	SUBPOENA DUCAS TECUM

To H. B. GLAISER, Secretary

Of the Oregon State Highway Commission

IN THE NAME OF THE STATE OF OREGON:

You are hereby commanded to appear in the Circuit Court of the State of Oregon, for the County of Malheur at the Court House in Vale, Oregon on the 10th day of September, 1952 at 10:00 o'clock A. M., to give evidence in a cause wherein Fred J. Strasbaugh et ux are Plaintiffs and Ben R. Chandler et al are Defendants on the part of the Plaintiffs, and at that time to bring with you the following documents:

> Copy of letter dated September 13, 1950, from J. M. Devers by R. L. Porter, Assistant Right of Way Engineer, Oregon State Highway Commission, to Mr. E. T. Pierce, Clerk, State Land Board of State of Oregon, said letter being application to remove gravel below the high-water line in the Snake River on that area fronting on Lots 1 and 2 of Section 3, Township 19 South, Range 47 East, and on Lot 1 of Section 4, Township 19 South, Range 47 East, in Malheur County, together with copy of map enclosed therewith.
>
> Copy of letter dated January 12, 1951 from J. M. Devers by R. L. Porter, Assistant Right of Way Engineer, Oregon State Highway Commission, to Mr. E. T. Pierce, Clerk, State Land Board of State of Oregon, said letter being application for supplement to permit granted upon the application described in the next preceding paragraph hereof which said supplemental permit was granted on January 17, 1951, together with copy of map enclosed therewith.
>
> Copy of letter dated January 19,1951, from Oregon State Highway Commission or Mr. R. H. Baldock, State Highway Engineer, or both said Commission and Engineer requesting permit enclosed with and referred to in the letter next hereinafter described, together with map and other enclosures with said letter dated January 19, 1951.
>
> Letter dated February 14, 1951 to Oregon State Highway Commission, Salem, Oregon, Attention Mr. R. H. Baldock, State Highway Engineer, from U. S. Army Corps of Engineers, Office of the District Engineer, Walla Walla, Washington, signed by Leo M. Buhr, together with all enclosures including a purported permit, dated February 13, 1951 to excavate seventy thousand (70,000) yards of gravel, signed by W. H. Mills, Colonel, District Engineer.

[illegible] ✓
map ✓
✓
no map
[illegible] ✓
map ✓
[illegible] and [illegible]
"copy of letter" ✓

WITNESS my hand and seal of said Court on this 4th day of September, 1952.

H. S. SACKETT, Clerk

(Circuit Court Seal)

By P. Watkins

Endorsed: for service outside Malheur County and more than 100 miles from Vale, Oregon.

M. A. Biggs
Circuit Judge

I hereby certify that the within is a true copy of the original Subpoena in the within entitled action, as the same appears in my hands for service.

Denver Young
Sheriff of Marion County, Oregon

By (Sgd.)E. J. Boust

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DOMESTIC SERVICE			
Check the class of service desired; otherwise this message will be sent as a full rate telegram			
FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE			
Check the class of service desired; otherwise this message will be sent at the full rate			
FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NOTED
[illegible]

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

REFERRED TO
Mr Baldock
By W. W. STIFFLER

SALEM, OREGON
SEPTEMBER 16, 1952

MR. FRED MILLER
ASSISTANT CHIEF COUNSEL
OREGON STATE HIGHWAY DEPARTMENT
MOORE HOTEL
ONTARIO, OREGON

PAYMENT TO THE STATE LAND BOARD HAS NOT BEEN MADE FOR MATERIALS TAKEN ABOVE HIGH WATER LINE AT THE STRASBAUGH PROPERTY. WE RECOGNIZE THE OBLIGATION AND BELIEVE THAT THE SAME IS STIPULATED IN THE PERMIT IN YOUR FILES.

W. W. STIFFLER

CM

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one percent of the amount by which such valuation shall exceed five thousand dollars.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Company, the amount paid for the transmission of a domestic telegram or an incoming cable or radio message covers its delivery within the following limits: In cities or towns of 5,000 or more inhabitants where the Company has an office which, as shown by the filed tariffs of the Company, is not operated through the agency of a railroad company, within two miles of any open main or branch office of the Company; in cities or towns of 5,000 or more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company, within one mile of the telegraph office; in cities or towns of less than 5,000 inhabitants in which an office of the Company is located, within one-half mile of the telegraph office. Beyond the limits above specified the Company does not undertake to make delivery, but will endeavor to arrange for delivery as the agent of the sender, with the understanding that the sender authorizes the collection of any addi charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone the corporate limits of any city or town in which an office of the Company is located.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Company, (a) within sixty days after th the Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or betw the Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a poi States on the one hand and a point in Alaska, Canada, Labrador, Mexico, Newfoundland and St. Pierre & Miquelon Islands on the other hand, or between a poi a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 d with the Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points speci provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act o

7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such resp to all the foregoing terms.

9. No employee of the Company is authorized to vary the foregoing.

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CLASSES OF SERVICE

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FULL RATE (FR)

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Check the class of service desired; otherwise this message will be sent as a full rate telegram	
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DAY LETTER ☐	NIGHT LETTER ☐

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WESTERN UNION

W. P. MARSHALL, PRESIDENT

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FULL RATE ☐	DEFERRED ☐
CODE ☐	NIGHT LETTER ☐

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Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
SEPTEMBER 16, 1952

MR. FRED MILLER
ASSISTANT CHIEF COUNSEL
OREGON STATE HIGHWAY DEPARTMENT
MOORE HOTEL
ONTARIO, OREGON

PAYMENT TO THE STATE LAND BOARD HAS NOT BEEN MADE FOR MATERIALS TAKEN ABOVE HIGH WATER LINE AT THE STRASBAUGH PROPERTY. WE RECOGNIZE THE OBLIGATION AND BELIEVE THAT THE SAME IS STIPULATED IN THE PERMIT IN YOUR FILES.

W. W. STIFFLER

Filed ✓

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MEMO

Mr. Glaisyer has given the Right of Way File (Mr. Cooper's) and his own file on the Strausbaugh's case to Mr. Baldock - 9-12-52.

REFERRED TO

BY SECRETARY

FORM E-123 50M REVISED 2-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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CHAS. H. REYNOLDS, MEMBER
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OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

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[illegible]

September 3, 1952

Mr. R. H. Baldock
State Highway Engineer

Mr. W. C. Williams
1st Assistant State Highway Engineer

Mr. W. W. Stiffler
2nd Assistant State Highway Engineer

Office

Re: Strasbaugh vs.
Chandler, et al.

Gentlemen:

Up until yesterday, Tuesday, at 11:30 o'clock a.m. the Strasbaugh case at Vale was docketed to be called for trial on Wednesday, September 10, at 9:30 o'clock a.m. before Honorable A. M. Biggs, Circuit Judge, and a jury.

Only a few days ago the trial was set for Monday, September 8, but was moved down to the tenth on request of Strasbaugh's attorneys. Insofar as it is possible to anticipate the strategy of the plaintiff, under his complaint and based upon his tactics to date, we believe we are fully prepared to meet him in whatever move he may make and feel confident that the outcome will be favorable to the defendants.

Whether it will be necessary for either of you to appear as a witness is not yet determinable. Plaintiff must take the initiative and make out a prima-facie case before we are required to offer any evidence. In other words, he must make out a case under his complaint sufficient to entitle him to have his case submitted to the jury before the defendant is required to disclose its case. If he does this, which we now feel he will not be able to do even considering the usual liberalness of Courts at such stages of a proceeding of this kind, then we will be in a position to know what of his testimony, if any, we must rebut with your testimony. As it now appears in all reasonableness you will have at least two days to arrive there.

We will make a special effort to keep you advised as to the progress of the trial and in the meantime will welcome any suggestions from you.

Very respectfully,

FRED A. MILLER
Assistant Counsel

FAM:jfw
cc: C. W. Enfield

RECEIVED
1952
FOR FILING

7-851

3370

PHILO H. ANDERSON

Registered Professional Engineer
Mineral Surveyor

Baker, Oregon

C
O
P
Y

August 30, 1952

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Strasbaugh vs.
Highway Commission

Attention: Mr. W. C. Williams
Assistant Highway Engineer

Dear Mr. Baldock:

In accordance with Mr. W. C. William's letter from your office, dated August 28, 1952, the undersigned will make himself available as a witness at the trial in Vale, Oregon, beginning Wednesday, September 10th.

Will Mr. C. W. Enfield, Chief Council, or one of his assistants be available prior to the trial for advice on any special questions for which answers are to be ready?

Very truly yours,

(sgd) Philo H. Anderson

Philo H. Anderson

PHA:lc

RECEIVED
AUG 29 1952
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[illegible]

[illegible]

August 28, 1952

Mr. Philo Anderson
Box 127
Baker, Oregon

Dear Mr. Anderson:

The case of Strasbaugh vs. Highway Commission, Engineers, et cetera, is set for Wednesday, September 10 at Vale. As you have performed valuable work for us relative to this case, we desire your appearance as an expert engineering witness and, of course, will reimburse you for your usual fee in such cases.

I will appreciate your advising us immediately if you will be available from Wednesday, September 10, through the balance of the week, for call at such time as you would be needed. We are assuming that you will voluntarily appear for us and will not require a formal subpoena. Will you please advise, by return mail, as to your availability in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. Fred Miller

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[illegible]

[illegible]

August 26, 1952

Mr. Anthony Yturri
Attorney at Law
Ontario, Oregon

Dear Sir:

Mr. Fred Miller, Assistant Chief Counsel, advised me this morning of your desire to have Mr. Lloyd Johnson, our Resident Engineer, assist you for possibly two days on additional details connected with the Strasbaugh case, scheduled for trial September 8.

I am sure if you have contacted Mr. Johnson ere the receipt of this that you have found him agreeable and willing for this assignment. However, this note will act as a confirmation to the effect that it is agreeable to this department for Mr. Johnson to assist you in any way possible in the preparation of the above case.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

cc Mr. Fred Miller
Mr. E. F. Chidsey
Mr. Lloyd C. Johnson

RECEIVED FOR FILING

Baldock

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COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. W. ENFIELD
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

August 7, 1952

Mr. Ben R. Chandler, Member
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Re: Fred J. Strasbaugh
v.
Ben R. Chandler, et al.
L 1731

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

Gentlemen:

I am writing for the purpose of advising you of the present status of the above-entitled case. The complaint in this case was filed in December of 1950, and in February of 1951 an answer was filed on behalf of all of the defendants. The plaintiff subsequently, by authority of the Court, filed an amended complaint, and an answer to the amended complaint was filed October 22, 1951.

On April 4, 1952, we filed a motion to require the plaintiff to elect as to which of the several causes of action set forth in the amended complaint he desired to pursue in the trial of this case. This motion was argued on April 22, 1952, and memorandum briefs were subsequently filed by both the plaintiff and the defendants. An order was entered on July 7, 1952, denying the motion to require the plaintiff to elect, and the case has been set for trial on September 8, 1952.

In discussing this case with Mr. Cochran, Mr. Iturri and Mr. Miller, it appears that all three of these gentlemen are of the opinion that the jury panel that will be available for the September term of court will probably be more desirable to the State than would be a jury selected from the prior panel, and that the defendants should be successful in establishing their several defenses on the merits if an unprejudiced jury hears the case, for the facts as known to us clearly indicate that the plaintiff should not prevail in this action.

I was particularly interested in learning the general public opinion of people in the area concerning this matter, and Mr. Cochran and Mr. Yturri agrees that in general, public opinion of the people in the Ontario-Nyssa area is more favorable to the State than to the plaintiff. At the time of commencement of this action the plaintiff apparently undertook a local propaganda campaign to formulate local opinion that would be adverse to the State and thereby possibly influence in advance the opinions of prospective jurors; however, according to Mr. Yturri in particular, it appears that by the passage of time and by the local people learning more of the facts involved, and possibly learning more about Mr. Strasbaugh personally, local public opinion has changed to where it is now generally more favorable to the State with the thinking of many persons being that the plaintiff is attempting to "take the State for a ride".

I think our case would have been considerably improved, however, had we been successful in requiring the plaintiff to elect between the several causes of action, for by such election the bonding companies would undoubtedly have been removed as party defendants and thereby eliminating entirely from the case the names of the bonding companies, and the references that the plaintiffs' attorney will undoubtedly make with respect to these bonding companies and thereby attempt to give the impression to the jury that any verdict obtained will be absorbed by the numerous large bonding companies named as defendants. It is planned to again urge at the time of trial that the plaintiff elect between the several causes of action; however, the Court may well postpone any such election until all of the evidence has been introduced, which, of course, will be after the plaintiff has impressed upon the jury the existence of these several bonding company defendants.

I am assured by Mr. Miller that our case is well prepared and that we should be able to successfully prove our defenses if we have an impartial jury.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
W. C. Williams
H. B. Glaisyer
Fred A. Miller
E. F. Chidsey

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 6, 1952

Mr. Baldock

Mr. [illegible] Pierce, Clerk
State Land Board
State Capitol Building
Salem, Oregon

Snake River Sand and Gravel
Trespass by Fred J. Strasbaugh
of Nyssa, Oregon

Dear Mr. Pierce:

In further response to your request of April 30, with regard to the above entitled subject, we transmit herewith for your files a copy of the writer's report of his trip to Ontario on April 28, together with letter of transmittal to Mr. Enfield.

We refer you to Paragraph 3 of our letter to you of May 5, wherein we state that we will supply the balance of the information requested as soon as the material has been worked up.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Frank I. Towle
FRANK I. TOWLE
Special Designer

NOTED
State Highway Engineer

FIT:jfw

Enc: 1

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

7 [illegible] (3)

May 5, 1952

Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
State Highway Engineer

Dear Mr. Baldock:

Re: Fred J. and Elizabeth
Strasbaugh v. State of Oregon

In compliance with your request, I got in touch with Mr. E. T. Pierce, Clerk of the State Land Board, and conveyed to him the message which came down to you from Mr. Reynolds and Mr. Cochran. While Mr. Pierce appreciated your transmitting this word to him, he none the less felt that in order that the records of the State Land Board might be complete, he would like very much to have you confirm this message in some written form.

Mr. Pierce went on to say that in view of the fact that he has asked me to remake the flow-duration curve for the King Avenue island, he is inclined to believe that it might be a little premature for him to go to the State Land Board at this time without the benefit of what effect the flow-duration curve may have with respect to their ownership of the island.

Since it will be necessary for me to secure some gage readings at Weiser and Murphy, Idaho, before I can do any further work on the flow-duration curve, it will probably be two or three weeks or even longer before I will have this data completed.

In compliance with your further request, I shall submit this curve to you together with my computations before transmitting it to the State Land Board.

Yours very truly,

Frank I. Towle

FRANK I. TOWLE
Design Engineer

FIT:FRC

cc- Mr. C. W. Enfield

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FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

April 28, 1952
Salem, Oregon

Mr. Williams

To:

Mr. C. W. Enfield
Chief Counsel
OFFICE

SUBJECT: Fred J. and Elizabeth Strasbaugh
-vs-
State of Oregon

Dear Mr. Enfield:

In compliance with a telephonic request from Mr. Fred Miller from Pendleton last Saturday morning, I made a trip over to Ontario, Oregon for the purpose of ascertaining the elevation of the water in the Snake River in the vicinity of the King Avenue Island and also to determine as best as possible the flood plane from the present high water in the Snake River.

After talking with Mr. W. C. Williams with regard to the matter, he suggested that I get in touch with the Resident Engineer at Ontario and have him make plans to have a party available to meet us upon our arrival in Ontario, Sunday morning at 7:00 A.M. Since Mr. Miller had requested that I bring with me, someother Engineer, I suggested to Mr. Williams that I request Mr. Bickmore, Assistant Resident Engineer at LaGrande, to meet me at Ontario for the purpose of taking charge of the survey.

The approximate boundary of the flood plane was obtained by means of triangulation. In order to expedite our work, two transits were used, and the work was performed by Preston and Hamilton; Hawes and Towle, with Bickmore in charge.

Levels were run for the purpose of obtaining the highest elevation of the water which was easily discernible on the ground and which is presumed to have been shortly after the dam between the islands went out, which from the best information we were able to obtain was Tuesday, April 15. The water at that time was 1.5 feet higher than when we ran our levels yesterday afternoon. The elevation of the water during the remainder of the afternoon fell about .2 feet.

These levels were run by Preston, Chanis, Pettet, Hamilton, Johnson and Towle, with Bickmore in charge.

Photographs of the flooded area in the vicinity of King Avenue had been taken about a week ago by Mr. Johnson, Resident Engineer at Ontario. However, yesterday afternoon I borrowed a camera from Mr. Preston and took some additional pictures.

Mr. C. W. Enfield
Page 2
April 28, 1952

The scope of the work performed, covers an area on the Oregon shore of the Snake River from a point approximately 1000 feet upstream from King Avenue to a point approximately 2000 feet downstream from the lower end of the Island.

As soon as I have worked up the field notes, which I shall do in a form of an over-lay of our map SK-1-1731, copies of the same will be transmitted to our legal files. Copies of the photos will be put in the file as soon as they are printed.

Mr. Bickmore and Mr. Johnson and I inspected the Oregon shore where the riprap has been placed by the Union Pacific Railroad and also in the vicinity of the bridge, adjacent to and immediately downstream from the riprap. We find that there are no signs of damage, either to the riprap or to the properties in the vicinity of the bridge and although there is at present a current running between the Islands through the point where the dam went out, approximately four miles per hour, this current is not so directed as to seem that it will in any way harm the riprap placed by the Railroad Company.

Very truly yours,
Frank I. Towle
FRANK I. TOWLE
Investigating Engineer

FIT:jfw

cc - Fred A. Miller
W. C. Williams

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FOR FILING

R. H. Baldock

April 21st, 1952

Ontario-Nyssa Section
Contract #3370

FINAL COST ANALYSIS
Grading and Paving

Old Oregon Trail Highway
Prefix 23-1044 F-28(3)

Contractor - Babler Bros. & Rogers Construction Co.
Resident Engineer - L. C. Johnson

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1 Clearing & Grubbing		All	$	$	$2,125.41	$4,000.00
2 Struct. Excavation	462.6	Cu. Yd.	3.00	2.78	1,286.03	1,387.80
1 Special Borrow Exc.	68,820.6	" "	0.40	0.35	24,067.08	27,528.24
1 Truck Haul on Borrow	269,701.55	Yd. Mi.	0.12	0.105	28,318.66	32,364.19
1 Finish R/B & Slopes	11.46	Mile	300.00	214.85	2,462.18	3,438.00
1 & 2 48" Corr. Metal Pipe	98	Lin. Ft.	20.00	13.82	1,354.36	1,960.00
1 & 2 48" " " Elbows	2	Each	50.00	32.75	65.50	100.00
1 & 2 84" Corr. Metal Pipe	62	Lin. Ft.	42.00	33.40	2,070.80	2,604.00
1 & 2 10" Concrete Pipe	18	" "	2.00	1.30	23.40	36.00
1 & 2 12" " "	363	" "	1.50	1.40	508.20	544.50
1 & 2 15" " "	156	" "	2.00	1.65	257.40	312.00
1 & 2 18" " "	282	" "	3.00	2.78	783.96	846.00
1 & 2 24" " "	48	" "	5.00	3.67	176.16	240.00
1 & 2 12" Concrete Siphon Pipe	12	" "	2.00	1.65	19.80	24.00
1 & 2 15" " " "	63	" "	2.00	1.90	119.70	126.00
2 Salvage Culvert Pipe	43	" "	2.50	1.65	70.95	107.50
2 Concrete Catch Basins	3	Each	60.00	48.75	146.25	180.00
2 Class "A" Concrete in Misc. Structures	18.38	Cu. Yd.	50.00	46.50	854.67	919.00
2 Metal Reinforcement in Misc. Structures	18	Lb.	0.15	0.125	2.25	2.70
1 & 2 Manhole Frames & Covers	2	Each	50.00	27.50	55.00	100.00
2 Class "A" Concrete in Box Culverts	8.6	Cu. Yd.	50.00	44.75	384.85	430.00
2 Metal Reinforcement in Box Culverts	960	Lb.	0.15	0.125	120.00	144.00
3 3/4"-0 Mat'l. in Level Course	7,177.5	Cu. Yd.	2.00	1.70	12,201.75	14,355.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3 3/4"-½" Cr. Mat'l. in Stockpile	1,472.5	Cu. Yd.	$2.00	$1.75	$2,576.88	$2,945.00
3 ½"-¼" Cr. Mat'l. in Stockpile	1,063	" "	2.00	1.75	1,860.25	2,126.00
3 ¼"-0" Cr. Mat'l. in Stockpile	556.2	" "	2.00	1.75	973.35	1,112.40
1 Sprinkling	1,728	M/Gal.	2.00	1.90	3,283.20	3,456.00
1 Class "B" Asphaltic Concrete	23,975.735	Tons	5.80	4.71	112,917.27	139,059.26
1 Emuls. Asphalt in Seal Coat	104.75	"	50.00	47.85	5,012.29	5,237.50
1 & 3 Aggregate in Seal Coat	676.5	Cu. Yd.	5.00	3.75	2,536.87	3,382.50
1 PA #1, 18" Corr. Metal Pipe	66	Lin. Ft.	4.00	3.55	234.30	264.00
1 PA #2, 30" Corr. Metal Pipe	12	" "	6.50	5.95	71.40	78.00
1 PA #3, Furn. & Place RC-2 Asphalt in Binder	169.28	Ton	48.00	45.88	7,766.57	8,125.44
1 & 3 PA #3, Furn. & Place 3/4"-0" Aggregate in Binder	1,398	Cu. Yd.	3.00	2.74	3,830.52	4,194.00
1 PA #4, Purchase 86-100 Asphalt in Bbls.	26.88	Bbls.	37.50	37.50	1,008.00	1,008.00
3 PA #5, Moving Crusher Plant	All			645.50	645.50	771.00
1 PA #6, 30" Concrete Pipe	3	Lin. Ft.	7.00	6.40	19.20	21.00
1 PA #6, 36" " "	3	" "	9.00	8.10	24.30	27.00
1 SP Haul Adj., Favor of Contractor	18.5	Yd. Mi.	0.12	0.12	2.22	2.22
					$220,236.48	$263,558.25

	Gross Revenue	Total Cost	Profit	% Profit
1 Babler & Rogers	$223,165.52	$183,221.47	$39,944.05	17.8%
3 N. A. Toole Construction Co.	34,257.33	31,995.97	2,261.36	6.6%
2 Lankford Bros.	6,135.40	5,019.04	1,116.36	18.2%
	$263,558.25	$220,236.48	$43,321.77	16.4%

Concrete work and culvert pipe installed by Lankford Bros. Rock crushed by N. A. Toole Construction Co.

Ontario-Nyssa
Contract #3370

Breakdown of Paving Costs

	Amount	Quantity	Unit Cost
Move In & Set Up	$1,450.50	23,975.735 Tons	$0.065
Feed Plant	2,321.04	" "	0.097
Heat & Mix	17,262.53	" "	0.72
Haul to Street	13,033.00	" "	0.543
Street Work	10,549.32	" "	0.44
Asphalt & Freight	44,278.56	" "	1.84
Aggregate	17,981.80	" "	0.75
Traffic	1,714.04	" "	0.72
Supervision & Overhead	4,380.24	" "	0.183
	$112,971.03	23,975.735 Tons	$4.71

Ontario-Nyssa
Grading & Paving
Contract #3370

Detail of Cost
Rogers Construction Co. & Babler Brothers

Labor:

Labor	$41,895.90	
Labor Insurance	2,513.75	
		$44,409.65

Materials:

18" Corr. Metal Pipe	66	lin. ft.	at	$2.45	$ 161.70	
18" " " Bands	3		"	3.69	11.07	
30" " " Pipe	12	lin. ft.	"	6.11	73.32	
30" " " Bands	2		"	6.67	13.34	
48" " " Pipe	98	lin. ft.	"	9.66	946.68	
48" " " Bands	6		"	9.03	54.18	
48" " " 30° Elbows	2		"	9.66	19.32	
84" " " Pipe	62	lin. ft.	"	25.55	1,584.10	
84" " " Bands	3		"	38.36	115.08	
10" Concrete Pipe	18	lin. ft.	"	0.60	10.80	
12" " "	363	" "	"	0.85	308.55	
15" " "	156	" "	"	1.20	187.20	
18" " "	282	" "	"	2.00	564.00	
24" " "	48	" "	"	2.47	118.56	
30" " "	3	" "	"	4.42	13.26	
36" " "	3	" "	"	6.50	19.50	
12" " Siphon Pipe	12	" "	"	0.90	10.80	
15" " " "	63	" "	"	1.35	85.05	
Manhole Frames & Covers	2		"	18.00	36.00	
Catch Basin Grates & Frames	3		"	22.50	67.50	
Redi-Mix Concrete	28	cu. yd.	"	13.50	378.00	
Metal Reinforcement	978	lb.	"	0.109	106.60	
Asphalt Used in Class "B" Mix	1,229.96	tons	"	22.00	27,059.12	
RC-2 Asphalt	169.28	"	"	25.00	4,232.00	
Emulsified Asphalt in Seal	104.75	"	"	24.38	2,606.18	
Freight on Asphalt	1,503.99	"	"	14.00	21,055.86	
						59,837.77

Equipment Rentals & Misc. Supplies:

Equipment Rental, Owned	$39,579.07	
" " , Hired	10,137.00	
Gas, Oil & Grease	14,501.89	
Bond	1,581.35	
P.U.C.	147.80	
P.L. & P.D. Insurance	473.42	
Small Tools & Misc. Supplies	3,241.77	
Move In, Freight & Cartage	1,355.00	
General Overhead	7,906.75	
		78,974.05
		$183,221.47

Ontario-Nyssa
Contract #3370

Detail of Cost
N. A. Toole

Labor:		
Supervision	$1,800.00	
Labor	12,726.06	
Labor Insurance	929.67	
		$15,455.73
Equipment Rentals & Misc. Supplies:		
Equipment Rentals, Owned	$10,104.00	
" " , Hired Fully-operated	979.12	
P.U.C.	43.52	
Gas, Oil & Grease	3,379.60	
Move In, Freight & Cartage	749.00	
Small Tools & Misc. Supplies	350.00	
General Overhead	935.00	
		16,540.24
		$31,995.97

Ontario-Nyssa
Contract #3370

Detail of Cost
Lankford Bros.

Labor:		
Labor	$1,909.25	
Labor Insurance	143.19	
		$2,052.44
Equipment Rentals & Misc. Supplies:		
Equipment Rental	$1,475.00	
Gas, Oil & Grease	325.50	
Small Tools & Misc. Supplies	215.50	
General Overhead	950.60	
		2,966.60
		$5,019.04

Ontario-Nyssa
Contract #3370

Remarks:

This was a combination regular Federal Aid Project and State Project for grading and paving 11.46 miles of highway roadbed on the Ontario-Nyssa Section of the Old Oregon Trail Highway in Malheur County.

This project was bid and awarded July 11th, 1950, work started October 10th, 1950, and completed June 12th, 1951.

The contractor moved in two blades to work on the haul road to the King Avenue gravel pit preparatory to hauling borrow material and moving in crushing plant to crush the aggregate for the asphaltic concrete pavement. The hauling of the borrow material was started October 16th, 1950, using one D-4 overhead loader with a 1½ cu. yd. bucket, four 13 cu. yd. Euclid bottom dump trucks and two 7 cu. yd. trucks. Good progress was made on this material.

The laying of the culvert pipe and the concrete work were done by Lankford Brothers who live in the vicinity and have a ½ cu. yd. shovel and two 5 cu. yd. trucks. A small profit was realized on these items.

N. A. Toole Construction Co. subcontracted all of the crushing. He moved in his portable crushing plant to the King Avenue gravel pit located 2 miles east of M.P. 425.05 adjacent to the Snake River. There was very good gravel in this pit, and the contractor got very good production. A total of 5,166.5 cu. yd. of stockpile material and oil aggregate was produced in 160 hours for an average of 32 cu. yd. per hour; and a total of 26,357 cu. yd. of level course and paving aggregate was produced in 496 hours for an average of 53 cu. yd. per hour. The contractor used one TD-14 cat and dozer and one TD-18 cat and dozer to feed the crushing plant and to stockpile the asphaltic concrete aggregate.

The contractor moved in a new Pioneer continuous mix asphaltic concrete paving plant which was shipped from the factory to Nyssa. A crew of five men moved the plant from Nyssa to the King Avenue gravel pit and started to assemble it March 21st, 1951, and had the plant completely assembled April 24th, 1951.

The RC-2 used in the binder course was started April 11th, 1951, and continued intermittently throughout the duration of the job. The asphalt used in the binder and asphaltic mix was transported from Portland, Oregon in insulated tank trucks and placed into two large storage tanks adjacent to the paving plant.

The contractor started producing and laying Class "B" asphaltic concrete April 25th, 1951, and completed June 7th, 1951. A total of 23,975.735 tons of asphaltic concrete was laid in 281 hours for an average of 85.3 tons per hour. The material was hauled to the road with an average of ten 7 cu. yd. trucks and handled on the street with a Barber-Greene paver and two rollers. The 3/4"-0 shoulder material was loaded with a D-4 tractor with an overhead bucket into three 7 cu. yd. trucks and handled on the street with a blade and roller.

The contractor had good bid prices, good equipment and supervision, realizing a good profit.

E. H. Clymer
Chief Cost Analyst

By . . George Kayser

RECEIVED
MAR 21 1952
FOR FILING

March 19, 1952

Mr. Clyde H. Snider
Attorney at Law
Nyssa, Oregon

Dear Mr. Snider:

I received in yesterday's mail your letter of March 17, 1952 requesting a certified copy of the map that you observed in the Right of Way Department, file number 16396.

The map to which you refer is not a State Highway Commission official map, but was prepared for use in connection with right of way negoiations, hence is not under my control. I am referring your letter to Mr. Forrest Cooper, Right of Way Engineer, who is in charge of that Division. I am asking him to reply to you direct.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
cc: Forrest Cooper

CLYDE H. SNIDER
ATTORNEY AT LAW
NYSSA, OREGON

March 17, 1952

Mr. H. B. Glaisyer
Secretary
State Highway Commission
State Highway Bldg.
Salem, Oregon

Dear Sir:

While I was in your building last January, I saw a map in your file number 16396 in Right of Way Division.

Please send me a certified copy of the map described as follows:

> Right of Way sketch map dated November 16, 1949 of property in Lot 1, Section 3, Township 19 South, Range 47 E.W.M. and in Section 4, said Township. This was the property to be acquired from Wilhemine Kiesel Shearman. I believe it bears Drawing Number 1 R-5-12.

Please let me know the costs of obtaining the map and I shall remit.

Sincerely yours,

Clyde H Snider
Clyde H. Snider

CHS: ec

RECEIVED
MAR 18 1952
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

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FOR FILING

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33[illegible]

February 18, 1952

Mr. Clyde H. Snider
Attorney at Law
Nyssa, Oregon

Dear Mr. Snider:

We acknowledge with thanks your check No. 187 in the amount of $35.10 as payment for items on Invoice No. 22757 furnished you in connection with the Strasbaugh matter.

It is noted that no check was received for Invoice No. 22756 in the amount of $27.98.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. C. H. Maison

CLYDE H. SNIDER
ATTORNEY AT LAW
NYSSA, OREGON

February 16, 1952

Mr. H. B. Glaisyer
Secretary
State Highway Commission
State Highway Bldg.
Salem, Oregon

Re: Your invoices,
numbers 22756,22757

27.98
35.10

Dear Sir:

Enclosed is my check for $35.10 in payment of said invoices.

This was in connection with the Strasbaugh matter.

I appreciate your good services.

Sincerely yours,

Clyde H Snider
Clyde H. Snider

CHS: ec
Enc. 1

RECEIVED
FEB 16 1952
OREGON
STATE HIGHWAY COMMISSION

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[illegible]

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file

INVOICE

Oregon State Highway Commission

Salem, Oregon

Clyde [illegible]

Nyssa, Oregon

Invoice No.	[illegible]
Date	[illegible] 52
Your Req. No.	
Billing Request No.	[illegible]
Credit distribution:	[illegible]

Services rendered - providing files, searching minutes and making copies in connection with the Strasbaugh case.

January 11, 1952	Chief File Clerk - 5:00 p.m. to 6:30 p.m. furnishing files & keeping office open 1 1/2 hr.	2.36	$3.54
	Clerk Typist - searching minutes for entries on Strasbaugh case 1 hr.	1.45	1.45
January 12, 1952	(Saturday) Chief File Clerk - 8:30 a.m. to 12:30 p.m. furnishing files & keeping office open 4 hrs.	2.36	9.44
February 1-7,1952	Clerk typist making certified copies of minutes and reports 8 hrs.	1.45	11.60
			$26.03
	Vacation and sick leave allowance - 7.5% of payroll		1.95
			$27.98

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By________________________________

STATE PRINTING DEPT. 47781

Mr. [illegible]

January 14, 1952

Floyd --

Mr. Snider stayed until 6:30 p. m. Friday, January 11, 1952.

Mr. and Mrs. Snider came at 9:00 a. m. Saturday January 12, 1952 and stayed until 12:30 p. m.

Phyllis

Phyllis brought me two correspondence folders which Snider had examined and marked with paper clips as requested. Fred Miller asked if we would list briefly the papers Snyder marked.

F Query

REFERRED TO
[illegible]
BY SECRETARY

Better keep this in your desk for future reference while this case is pending.

DSG

RECEIVED
11 1952
FOR FILING

February 8, 1952

Mr. Clyde H. Snider
Attorney at Law
Nyssa, Oregon

Re: Files and records in the
Strasbaugh matter.

Dear Mr. Snider:

As requested in your letter of January 28, we have attached certified copies of:

1. An excerpt of the minutes of the State Highway Commission dated February 26, 1951, on page 17722 pertaining to work on the Ontario-Nyssa project.

2. An excerpt from the minutes of the Highway Commission meeting of September 28, 1950, on page 17195 authorizing condemnation of property in the Fred J. Kiesel estate.

3. Copies of the Field Engineer's Weekly Reports from September 22, 1950, to February 24, 1951, inclusive, and Field Engineer's Weekly Reports for the weeks ending May 12, 1951, and June 9, 1951.

4. We are unable to locate in our files the letter dated August 22, 1951, from E. T. Pierce, Clerk of the State Land Board, to Mr. J. M. Devers. We made inquiry in the Legal Department and were unable to locate the letter there. It might be that you could secure a copy of it by contacting Mr. Pierce.

We will prepare an invoice covering the services rendered you in this case and forward it to you in the near future.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

certified copy of all of this material
given to Fred Quiller of the legal dept. (and diagrams)
9/15

Mr.
Hauge

Ruth has made the minute excerpts but legal dept. has own file on items 3 & 4 – locked up in their offices.

F. Q.

CLYDE H. SNIDER
ATTORNEY AT LAW
NYSSA, OREGON

January 28, 1952

Mr. H. B. Glaisyer
Secretary
State Highway Commission
State Highway Bldg.
Salem, Oregon

Re: Your file and records in Strasbaugh Matter.

Dear Sir:

Thanks for your friendly assistance while I was in your office. Mr. Querry, and Miss Mc Donald were gracious in helping me. SERVICE must be the daily rule by which your office lives.

While I was there you referred me to Mr. S. H. Probert, I am writing him for certain matter, and enclose a copy of my letter to him dated today.

At the time I last saw you I was to write you for some records. Please send me certified copies of:

1. Portion of minutes of meeting of State Highway Commission of February 26, 1951 on page 17722 relating to work by contractors engaged in Ontario-Nyssa Road Project.
2. Portion of minutes of such meeting in September, 1950, authorizing condemnation of realty in Township 19 South, Range 47 E.W.M. owned by Fred J. Kiesel Estate or Wilhemine Pauline Shearman, individually or as Trustee.
3. Field Engineers Weekly Reports for weeks ending September 22, 1950 to February 24, 1951, inclusive; for week ending May 12, 1951, and for week ending June 9, 1951.
4. Letter dated August 22, 1951, from Mr. E. T. Pierce, Clerk of State Land Board to Mr. J. M. Devers, (referred to in letter dated August 27, 1951, from Mr. Devers to Mr. Pierce).

All of the requested Field Engineers Weekly Reports may be certified together.

Please inform me of the costs of supplying the foregoing and I shall send you payment.

Sincerely yours,

Clyde H Snider

Clyde H. Snider

CHS:ca
Enc: 1

January 28, 1952

Mr. S. H. Probert
Office Engineer
Room 227
State Highway Bldg.
Salem, Oregon

Dear Sir:

I am grateful to you for your many courtesies while I was in Salem. In line with our understanding, please send me certified copies of:

1. Portion of Final Estimate showing only quantities of special borrow, source thereof and parts of U. S. Highway No. 20 on which it was placed.

2. Detailed Monthly Estimates from Resident Engineer covering October, November and December, 1950, and all others up to his final.

3. All cross sectioning sketches and data on which such sketches are based relating to:
    a. Area of excavation made for special borrow near Snake River north of a line represented by prolongation east of King Avenue in Township 18 South, Range 47 E.W.M., Malheur County, Oregon. Digging such excavation began in October, 1950.

    b. Any other area in Section 33, or east thereof in said Township 18.

    c. Area of excavations and surrounding lands in Township 19 South, Range 47 E.W.M. just south of said excavation in Township 18 South.

4. Any field sketches or data of area designated as "Gravel Deposit 2.0 Mi. E M P 427.05" on the blue print dated June 1950, prepared in your office, for use of Road Contractors in making estimates, which sketches or data were preliminary to preparation of said blue print.

5. Copy of blue print (Certified).

6. Map given to Mr. Towle referred to in memo to Mr. Williams from Mr. Pease. This memo is in the file in the office of Mr. Glaisyer, Secretary of the Commission, and reads, "Map and copy of letter given to Towle 8/20/51."

Let me know the cost of supplying the foregoing, and I shall remit.

Sincerely yours,

Clyde H. Snider

CHS:ca

C C to Mr. Glaisyer

EXCERPTS FROM THE HIGHWAY COMMISSION MEETING MINUTES HELD SEPTEMBER 28, 1950.

Portland, Oregon
September 28, 1950
Volume 35 Part 2
Page 17188

The State Highway Commission met in regular session at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Ass't State Highway Engineer
W. W. Stiffler, 2nd Ass't State Highway Engineer
J. M. Devers, Chief Counsel
Forrest Cooper, Right of Way Engineer
C. W. Enfield, Assistant Counsel
C. H. Armstrong, Parks Superintendent
H. B. Glaisyer, Secretary

* * * * * *

Page 17195

The Chief Counsel requested authority to acquire by condemnation certain parcels of real property that are needed for various highway improvements, which properties he has been unable to acquire by negotiation. He presented a list of these properties, together with the offer that he recommended be made for each tract as follows:

Recommended Offer

* * * * * *

* * * * * *

* * * * * *

* * * * * *

Ontario-Nyssa Section of the Old Oregon Trail Highway

			Recommended Offer
R	16396	Fred J. Kiesel Estate (Gravel Pit and Hauling Road) 8.78 acres (Authorization for condemnation of this property secured at August meeting of the Commission)	$ 2,500.00

* * * * * *

EXCERPTS FROM THE HIGHWAY COMMISSION MEETING MINUTES HELD FEBRUARY 26, 1951.

Portland, Oregon
February 26, 1951
Volume 35 Part 3
Page 17709

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C. W. Enfield, Assistant Counsel
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. H. Armstrong, State Parks Superintendent
M. H. Hawke, Auditor
H. B. Glaisyer, Secretary

Commissioner M. K. McIver was excused from attending this meeting.

* * * * * *

Page 17722

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* * * * * *

RECEIVED
FOR FILING

February 7, 1952

Mr. Clyde H. Snider
Attorney at Law
Nyssa, Oregon

Dear Sir:

Reference is made to your letter of January 28, addressed to S. H. Probert, Office Engineer, in which letter you request certified copies of certain documents and drawings pertaining directly or indirectly to highway improvement work performed on the Ontario-Nyssa Section of the Old Oregon Trail Highway under Contract No. 3370.

As the furnishing of certified copies of Highway Department records is, by law, a function of the Commission's Secretary, your letter has been referred to me for attention, and in accordance therewith, I am sending, under separate cover, one certified copy of each of the following:

a. Final Estimate for Contract No. 3370. This estimate shows, along with other information, the quantities of Special Borrow obtained from different indicated sources and used on different indicated portions of U. S. Highway 20.

b. Each of the eight Monthly Estimates (numbers 1 to 8) issued for Contract No. 3370 by the Resident Engineer.

c. Platted cross-sections (two photostat sheets) of excavations for Special Borrow materials. These excavations were made near the Snake River north of a line represented by prolongation east of King Avenue in T. 18 S., R. 47 E., W. M., Malheur County, Oregon.

d. Field notes (three photostat sheets) on which cross-section plats referred to in Item c above are based.

e. Map, 11 x 17 inches in size, dated November 30, 1949, showing a parcel of property intended, at one time, to be acquired from Wilhemine Kiesel Sherman for use as a source of gravel for highway improvement and maintenance. The area shown on this map is the area designated, in an approximate manner, as "Gravel Deposit 2.0 mi. E. MP. 427.05" on a sketch map dated June, 1950, prepared for use of Road Contractors in the development of bids for Contract No. 3370.

f. Sketch map dated June, 1950, prepared for use of Road Contractors in the development of bids for Contract No. 3370.

With reference to Items 3b and 3c in your letter, I find no cross-section sketches for any "area in Section 33, or east thereof in said Township 18" or for any "area of excavations and surrounding lands in Township 19 South, Range 47 East, W. M., just south of said excavation in Township 18 South."

The map referred to in Item 6 of your letter is property of the State Land Board and is not a Highway Department record. I am not at liberty to furnish copies of that map.

An invoice in the amount of $35.10 to cover expense incurred in the furnishing of copies as mentioned will go forward to you in a day or two.

Very truly yours,

H. B. Glaisyer
Secretary

SHP:gs

cc: Fred A. Miller

CLYDE H. SNIDER
ATTORNEY AT LAW
NYSSA, OREGON

January 28, 1952

Mr. S. H. Probert
Office Engineer
Room 227
State Highway Bldg.
Salem, Oregon

Dear Sir:

I am grateful to you for your many courtesies while I was in Salem. In line with our understanding, please send me certified copies of:

1. Portion of Final Estimate showing only quantities of special borrow, source thereof and parts of U. S. Highway No. 20 on which it was placed.

2. Detailed Monthly Estimates from Resident Engineer covering October, November and December, 1950, and all others up to his final.

3. All cross sectioning sketches and data on which such sketches are based relating to:
    a. Area of excavation made for special borrow near Snake River north of a line represented by prolongation east of King Avenue in Township 18 South, Range 47 E.W.M., Malheur County, Oregon. Digging such excavation began in October, 1950.

    b. Any other area in Section 33, or east thereof in said Township 18.

    c. Area of excavations and surrounding lands in Township 19 South, Range 47 E.W.M. just south of said excavation in Township 18 South.

4. Any field sketches or data of area designated as "Gravel Deposit 2.0 Mi. E M P 427.05" on the blue print dated June 1950, prepared in your office, for use of Road Contractors in making estimates, which sketches or data were preliminary to preparation of said blue print.

11-3-967 5. Copy of blue print (Certified).

6. Map given to Mr. Towle referred to in memo to Mr. Williams from Mr. Pease. This memo is in the file in the office of Mr. Glaisyer, Secretary of the Commission, and reads, "Map and copy of letter given to Towle 8/20/51."

Let me know the cost of supplying the foregoing, and I shall remit.

Sincerely yours,

Clyde H Snider

Clyde H. Snider

CHS:ca

C C to Mr. Glaisyer

S-223(4) Scio-Thomas Cr. & Scio Sec's., 1950
Albany-Lions Sec. Hwy. & Main,
#3369 N. & W. Sts. in Scio

RECEIVED
FOR FILING

Contract #3369

3369

May 2, 1952

FINAL COST ANALYSIS

Scio-Thomas Creek - Scio Section
Albany-Lyons Secondary Hwy.

Prefix 122-1045

K. F. Jacobsen & Co., Inc., Contractor
Unit A - Scio-Thomas Creek Section

K. E. Bartel, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$6,750.00	$	$ 4,184.33	$ 6,750.00
Struc. Exc., Unclass	532.72	Cu. Yds.	2.50	2.35	1,251.99	1,331.80
Borrow Exc., Unclass	14,545.5	" "	0.30	0.36	5,239.52	4,363.65
Gen. Exc., Unclass	5,512.6	" "	0.30	0.32	1,766.09	1,653.78
Short Overhaul	16,291.6	Yd. Sta.	0.02	0.02	325.84	325.84
Long "	1,050.5	C-Yd. Sta.	0.50	0.50	525.25	525.25
Truck Haul on Borrow	8,014.4	Yd. Mile	0.25	0.222	1,784.72	2,003.60
Blade Grader Work	1.09	Miles	600.00	477.56	520.55	654.00
Fin. R/B & Slopes	2.55	"	500.00	685.84	1,748.91	1,275.00
Rock Slope Protection	752.17	Cu. Yd.	3.00	2.10	1,582.22	2,256.51
60" Corr. Metal Pipe	52	Lin. Ft.	25.00	24.07	1,251.73	1,300.00
43" " " " Arch Type	60	" "	12.00	10.96	657.75	720.00
123" Sec. Plate Arch Type P.	58	" "	65.00	61.53	3,568.93	3,770.00
12" Concrete Pipe	108	" "	1.50	1.55	167.30	162.00
18" " "	318	" "	2.70	2.49	791.41	858.60
24" " "	129	" "	3.80	3.10	400.00	490.20
30" " "	111	" "	6.00	4.87	540.50	666.00
36" " "	140	" "	9.00	7.87	1,104.00	1,260.00
Salvaging Culv. Pipe	303	" "	3.00	2.10	634.51	909.00
3"-0" Material in Base	22,295	Cu. Yds.	1.20	1.54	34,288.63	26,754.00
Sprinkling	152	M/Gals.	2.50	3.00	456.49	380.00
1½"-0 Mat. in Base	4,870	Cu. Yds.	2.10	2.26	11,023.51	10,227.00
3/4"-0" Mat. in Shlder.	2,471	" "	2.10	2.17	5,363.76	5,189.10

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-0 Mat. in Binder Cse.	642	Cu. Yds.	$ 3.50	$ 2.83	$ 1,816.87	$ 2,247.00
Class "B" Asph. Concrete	9,010.545	Tons	6.10	6.51	58,677.78	54,964.32
Emuls. Asph. in Seal Coat	39.04	"	42.00	44.97	1,755.47	1,639.68
Furn. & Place RC 3, Asph. in Binder	108	Tons	40.00	41.93	4,528.31	4,320.00
P.A. #1, 22"x37" Arch Type Metal Pipe Asph. Dipped	72	Lin. Ft.	9.00	8.12	584.50	648.00
P.A. #3, 30" Corr. Metal Pipe	20	" "	11.50	9.45	189.02	230.00
P.A. #2, 48" Conc. Pipe	164	" "	15.00	9.02	1,479.77	2,460.00
P.A. #4, Pur. of 30" Conc. P.	6	" "	3.00	3.00	18.00	18.00
P.A. #4, Pur. of 36" Conc. P.	4	" "	4.50	4.50	18.00	18.00
P.A. #5, ¼"-10 M Agg. in Seal C.	217	Cu. Yds.	4.20	3.34	724.69	911.40
II Unit B. Scio (Main, North & West Sts. Section)						
3/4"-0" Mat. in Base	230	Cu. Yds.	2.10	2.17	499.24	483.00
Class "B" Asph. Conc. in Patching	195.3	Tons	7.00	7.84	1,531.15	1,367.10
Class "B" Asph. Conc.	1,280.86	"	6.10	7.84	10,041.94	7,813.25
Emuls. Asph. in Seal Coat	5.21	"	42.00	44.97	234.27	218.82
P.A. #5, ¼"-0" M Agg. in Seal Coat	39	Cu. Yds.	4.20	3.34	130.24	163.80
						$151,327.70
Private Work (City & Other)						
Class "B" Asph. Conc.	1,438	Tons	9.90	7.84	11,273.92	14,236.20
					$172,681.11	$165,563.90

Total Cost	$172,681.11
Gross Revenue	165,563.90
Net Loss	$ 7,117.21

Net Loss Equals 4.3% of Gross Revenue

Scio-Thomas Creek-Scio Section
Contract #3369

Detail of Cost

Labor:				
Labor & Supervision			$39,691.35	
Labor Insurance			2,685.58	
				$42,376.93
Materials:				
60" Corr. Metal Pipe	52 Feet	at 16.51	858.52	
60" Bands	4 Ea.	at 29.42	117.68	
43" Arch Type, Corr. Metal Pipe	60 Feet	" 8.14	488.40	
43" Arch Type Bands	4 Ea.	" 7.90	31.60	
123" Sec. Plate Arch Type Pipe	58 Feet	" 40.60	2,354.80	
22"x37" Corr. Metal Pipe (Arch)	72 "	" 6.56	472.32	
22"x37" Bands	3 Ea.	" 6.78	20.34	
30" Corr. Metal Pipe	20 Feet	" 5.38	107.60	
30" Bands	4 Ea.	" 7.16	28.64	
12" Conc. Pipe	108 Feet	" .75	81.00	
18" Conc. Pipe	318 "	" 1.75	556.50	
24" Conc. Pipe	129 "	" 2.00	258.00	
30" Conc. Pipe	117 "	" 3.90	456.30	
36" Conc. Pipe	144 "	" 5.50	792.00	
48" Conc. Pipe	160 "	" 7.00	1,120.00	
Asphalt 80-100			13,832.40	
Freight on 80-100			1,026.36	
R.C. 3 Asphalt Inc. Freight			2,393.05	
Emuls. Asph. Inc. Freight			1,686.83	
				26,682.34
Equipment Rentals & Misc. Expense:				
Equipment Rentals (Owned)			18,227.25	
Equipment Rentals (Hired)			8,720.53	
Hired Trucks (Inc. operators)			23,775.50	
Gas, Oil & Grease			3,386.15	
Fuel & Diesel Oil			4,247.38	
Small Tools & Misc. Supplies			671.54	
Bid Bond			796.62	
P. U. C. Fees			35.20	
P.L. & P.D. Insurance			510.10	
Move in Freight & Cartage			1,135.79	
Home Office & General Overhead			4,810.40	
				66,316.46

Scio-Thomas Creek-Scio Section
Contract #3369

Payments to E. C. Swagger, Subcontractor

Crushed Materials Stockpiled at Crushing Plant:

3"-0 Material in Base (screened)	22,295 Cu. Yds.	at $0.55	$12,262.25	
1½"-0 Material in Base	4,870 " "	" 1.15	5,600.50	
3/4"-0 " " " & Shoulder	2,701 " "	" 1.25	3,376.25	
3/4"-0 Material In Binder	642 " "	" 1.25	802.50	
¼-10 " " Seal Coat	256 " "	" 1.25	320.00	
A.C. Aggregate S.P. at A. C. Plant	9411.29 " "	" 1.25	11,764.12	
				$ 34,125.62

Royality on Gravel Paid by K. F. Jacobsen & Co., Inc.

	40,175.29 Cu. Yds. of Gravel	" 0.05	2,008.76	2,008.76
Muck Sand			1,171.00	1,171.00
Total Cost				$172,681.11

Scio-Thomas Creek-Scio Section
Contract #3369

Breakdown of Asphaltic Concrete Cost

	Quantity	Unit	Total Cost	Unit Cost
Move In & Set Up	11,924.7	Tons	$ 6,813.01	$0.57
Feed Plant	11,924.7	"	4,959.29	0.415
Mix & Heat	11,924.7	"	22,114.21	1.854
Haul To Road	11,924.7	"	7,549.70	0.633
Street Work & Traffic Control	11,924.7	"	11,825.14	0.991
			$53,261.35	$4.463
Asphalt 80-100			14,858.76	1.246
A. C. Aggregate			11,764.12	0.987
Muck Sand			1,171.00	0.098
Royality on A. C. Aggregate			470.56	0.042
Total Cost of A. C. Mix			$81,525.79	$6.836

Scio-Thomas Creek-Scio Section
Contract #3369

Remarks:

This project is a "Federal Aid Secondary Project", calling for the construction of 2.39 miles of highway road-bed, installing pipe, surfacing of 4.24 miles, construction of 4.24 miles of asphaltic concrete pavement and construction of 0.54 miles of asphaltic concrete pavement in the City of Scio. This project was bid and awarded July 11, 1950, work was started July 25, 1950, and completed July 30, 1951.

Most of the clearing and part of the grading and surfacing was completed before the fall rains set in causing the contractor to shut down all grading operations for the winter months.

On September 20, 1950, E. C. Swaggart, subcontractor on crushed materials started moving in his 3 crusher plant, into private gravel pit located 1.1 miles North of Station 569+00. Crushing operations started October 26, 1950, and completed crushing of all materials February 8, 1951. All crushed surfacing materials were stockpiled at the crush plant, and all alsphaltic concrete aggregate was hauled by the subcontractor and stockpiled at paving plant.

The contractor not having grade ready all crushed surfacing material had to be stockpiled at the crushing plant, then later loaded with 3/4 cubic yard shovel into rented trucks and hauled on the road. This increased the cost, causing these items to show a loss.

On September 29, 1950, the contractor started moving in new 1,500 lb. pug mill Madsen paving plant and erected about 1,000 feet south of crushing plant. The contractor desired to give the new plant a trial run in the fall but due to the inclement weather was unable to start operating until the following spring.

On April 4, 1952, the contractor moved back to complete the project. All general excavation was moved with cats and scrapers, and part of the borrow excavation was moved with D-8 cat and scraper and part was loaded with 3/4 cubic yard shovel into rented trucks and hauled to the road.

Paving was started April 23, 1951, and all paving completed June 30, 1951. Due to inexperienced crew on plant setup a number of changes had to be made resulting in lost time and low production. The paving plant average only 38.8 tons per hour working time. With inexperienced crew and low production this item shows a loss.

Due to winter shut down, inexperienced crew, and low production on Class "B" concrete asphalt the contractor suffered a loss.

F. H. Clymer
Cost Analyst

By . . . K. T. Wechter

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L-223(4)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

(date)
December 14, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3369	13 Final	K. F. Jacobsen & Co., Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21673	R-29694	$4,645.60	Dec. 13, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

D B Taylor
ACCOUNTING DIVISION

Specified Completion Date: **July 31, 1951**

Time Extensions: **None**

Completion Date: **July 30, 1951**

Date Accepted: **Aug. 3, 1951**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **12-14-51**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: DEC [illegible] 1951

D B Taylor

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3369

November 28, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3369 for work performed on the Scio-Thomas Creek and Scio Sections of the Albany-Lyons Secondary Highway and Scio City Streets in Linn County was completed by the contractor, K. F. Jacobsen & Co., Inc., on July 30, 1951 and was formally accepted by the Highway Commission on August 3, 1951.

Final payment in the amount of $4,645.60 will be released to the contractor on or after December 8, 1951. The total contract amount is $151,327.70, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

11-28-51 gl

RECEIVED
FOR FILING

October 23, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to K. F. Jacobsen & Co., Inc. on contract No. 3369, for grading and paving on the Scio-Thomas Creek and Scio Section of the Albany-Lyons Secondary Highway and Scio City Streets, in Linn County.

This payment, in the amount of $2,560.37, will be released to the contractor on or after November 2, 1951. The retained percentage is $4,536.56.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

BY

Floyd Query
Acting Secretary

gl

NOTED ON CARD

[illegible]

RECEIVED
FOR FILING

S-223(4)

3369

August 23, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to K. F. Jacobsen & Co., Inc. a portion of the funds that heretofore have been retained by the Commission in connection with contract No. 3369, for grading and paving on the Scio-Thomas Creek and Scio Sections of the Albany-Lyons Secondary Highway and Scio City Streets.

This payment, which is in the amount of $7,603.31, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $4,457.37. The present payment to the contractor will be released on or after September 2, 1951.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
AUG 6 1951
FOR FILING
S-223(4)
[illegible]

August 1, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
State Highway Building
Salem, Oregon.

Dear Sir:

This is to advise you that work was completed on July 30, 1951 on Contract 3369, Scio-Thomas Creek and Scio Section, in connection with Federal Aid Project No. S-223 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:HJ

cc: John Cattrell

S-223(4)
3369
Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July - 28, 1951

Section Scio - Thomas Cr. & Scio
Kind of work Grading - Surfacing & Paving
Highway Albany - Lyons Sec.
Section prefix 122 - 1045
Contractor K.F. Jacobsen & Co., Inc.
Contract number 3369
Date of contract July 11, 1950
Date of completion July 31, 1951
Date work started July 25, 1950
Estimated date of completion July - 31, 1951
Amount of contract $152109.00
Per cent of time elapsed 100%
Estimated cost of completed project, exclusive of engineering $158000.00
Per cent of contract completed, based on total contract price 97%
Engineering cost to date $7304.00, 4.8%
Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor had 6 Laborers and truck (part time) on clean up - ditches etc. Expect completion on the 31st

NOTED
W. LIBBY

NOTED
B. A. MARTIN

RECEIVED
JUL 30 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	6 ±				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	Partly Cloudy P.M. Clear		
Wednesday	~~Cl~~ "	"	
Thursday	Clear		
Friday	"		
Saturday	"		

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[illegible] 1951
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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

S-223(4)

October 3, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-223(4)
Scio-Thomas Creek Sec.

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Jon

(Revised 1946)

143

State Oregon

Project No. S-223(4)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of September, 1950, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of February, 1950, a program, which was approved on the 20th day of April, 1950, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 23rd day of June, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-five thousand and 00/100 dollars ($65,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 495+40 in the SE 1/4, Section 18, T-10-S, R-1-W, W.M., and survey station 208+50 in the SW 1/4, Section 11, T-10-S, R-1-W, W.M., without exception

, length 4.239 miles, in Linn County, being Oregon Federal Aid/Secondary project No. S-223(4), consisting of 4.239 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, XXXXXXXXXXX.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixty-five thousand and 00/100 dollars ($65,000.00), which does not exceed the authorized Federal pro rata share of one hundred fifty-six thousand one hundred sixty-three and 70/100 dollars ($156,163.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By M. F. McLue

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

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DIVISION 8

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S 223 (4)

August 24, 1950

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Scio-Thomas Creek Section, Project No. S-223 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:ew

Encl.

Oregon State Highway Commission

Federal Aid Secondary
Project No. S-223 (4)

SCIO-THOMAS CREEK SECTION OF THE
ALBANY-LYONS HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 9, 1950

Type Code 6201

Roadway (Sta. 495+40 to 709+80 = 199+01.2 to 208+50)

All Required		Clearing and Grubbing		$ 6,750.00
220	cu. yds.	Structural Excavation, Unclassified	$ 2.50	550.00
14,900	cu. yds.	Borrow Excavation, Unclassified	0.30	4,470.00
9,000	cu. yds.	General Excavation, Unclassified	0.30	2,700.00
24,000	yd. stas.	Short Overhaul	0.02	480.00
830	C-yd. stas.	Long Overhaul	0.50	415.00
13,600	yd. mi.	Truck Haul on Borrow	0.25	3,400.00
1.09	miles	Blade Grader Work	600.00	654.00
2.39	miles	Finishing Roadbed and Slopes	500.00	1,195.00
750	cu. yds.	Rock Slope Protection	3.00	2,250.00
50	lin. ft.	60" Corrugated Metal Pipe	25.00	1,250.00
60	lin. ft.	43" Arch Type Corrugated Metal Pipe	12.00	720.00
60	lin. ft.	123" Sectional Plate Arch Type Pipe	65.00	3,900.00
70	lin. ft.	12" Concrete Pipe	1.50	105.00
50	lin. ft.	18" Concrete Pipe	2.70	135.00
270	lin. ft.	24" Concrete Pipe	3.80	1,026.00
190	lin. ft.	30" Concrete Pipe	6.00	1,140.00
210	lin. ft.	36" Concrete Pipe	9.00	1,890.00
230	lin. ft.	Salvaging Culvert Pipe	3.00	690.00
22,700	cu. yds.	3" - 0" Material in Base	1.20	27,240.00
5,500	cu. yds.	1½" - 0" Material in Base	2.10	11,550.00
2,600	cu. yds.	3/4" - 0" Material in Shoulders	2.10	5,460.00
660	M-gals.	Sprinkling	2.50	1,650.00
460	cu. yds.	3/4" - 0" Material in Binder Course	3.50	1,610.00
9,000	tons	Class "B" Asphaltic Concrete	6.10	54,900.00
46	tons	Emulsified Asphalt in Seal Coat	42.00	1,932.00
270	cu. yds.	Aggregates in Seal Coat	3.50	945.00
74	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	2,960.00
		Subtotal		$141,967.00
		10% Engr. & Cont.		14,196.70
		Total		$156,163.70

Length	4.239 miles
Cost per mile	$36,839.74

Federal Secondary Funds- -	$ 65,000.00
State Funds- -	91,163.70
	$156,163.70

State Funds for Constr.: Chap. 175, laws 1917: Chap. 31, laws 1920: Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Commission

Federal Aid Secondary
Project No. S-223 (4)

SCIO-THOMAS CREEK SECTION OF THE

ALBANY-LYONS HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 21, 1950

Type Code 6201

Roadway (Sta. 495+40 to 709+80 = 199+01.2 to 208+50)

All Required		Clearing and Grubbing		$ 2,000.00
220	cu. yds.	Structural Excavation, Unclassified	$ 3.00	660.00
14,900	cu. yds.	Borrow Excavation, Unclassified	0.30	4,470.00
9,000	cu. yds.	General Excavation, Unclassified	0.30	2,700.00
24,000	yd. stas.	Short Overhaul	0.02	480.00
830	C-yd. stas.	Long Overhaul	0.50	415.00
13,600	yd. mi.	Truck Haul on Borrow	0.20	2,720.00
1.09	miles	Blade Grader Work	500.00	545.00
2.39	miles	Finishing Roadbed and Slopes	600.00	1,434.00
750	cu. yds.	Rock Slope Protection	5.00	3,750.00
50	lin. ft.	60" Corr. Metal Pipe	22.00	1,100.00
60	lin. ft.	43" Arch Type Corr. Metal Pipe	11.00	660.00
60	lin. ft.	123" Sectional Plate Arch Type Pipe	50.00	3,000.00
70	lin. ft.	12" Concrete Pipe	2.00	140.00
50	lin. ft.	18" Concrete Pipe	3.00	150.00
270	lin. ft.	24" Concrete Pipe	4.50	1,215.00
190	lin. ft.	30" Concrete Pipe	6.00	1,140.00
210	lin. ft.	36" Concrete Pipe	9.00	1,890.00
230	lin. ft.	Salvaging Culvert Pipe	2.00	460.00
22,700	cu. yds.	3" - 0" Material in Base	1.00	22,700.00
5,500	cu. yds.	1½" - 0" Material in Base	2.50	13,750.00
2,600	cu. yds.	3/4" - 0" Material in Shoulders	2.50	6,500.00
660	M-gal.	Sprinkling	2.50	1,650.00
460	cu. yds.	3/4" - 0" Material in Binder Course	3.50	1,610.00
9,000	tons	Class "B" Asphaltic Concrete	6.25	56,250.00
46	tons	Emulsified Asphalt in Seal Coat	45.00	2,070.00
270	cu. yds.	Aggregates in Seal Coat	4.50	1,215.00
74	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	2,960.00
90	tons	Furnishing and Placing RT-4 Tar in Binder Course	33.00	(Alternate)
		Subtotal		$137,634.00
		10% Engr. & Cont.		13,763.40
		Total		$151,397.40

Length	4.239 miles
Cost per mile	$35,715.35

Federal Secondary Funds- -	$ 65,000.00
State Funds- -	86,397.40
	$151,397.40

SCIO-THOMAS CREEK SECTION

PROJECT NO. S-223 (4)

(Comparison between 123-inch Section Type Arch Culvert and equivalent concrete box culvert, size 5' x 10')

Estimated Cost of 123-inch Section Type Arch Culvert, per lineal foot

$50.00

Estimated Cost of 5' x 10' Concrete Culvert

Concrete	0.71 c.y. per lin. ft. at	$60.00	$42.60	
Metal Reinforcement	94 lb. " " "	0.12	11.28	$53.88

SCIO-THOMAS CREEK SECTION

PROJECT NO. S-223 (4)

All neccessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

June 21, 1950

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FOR FILING

2-223(4)

3369

August 7, 1950

K. F. Jacobsen & Co., Inc.
0445 S. W. Porter St.
Portland 1, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3369, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Grading and Paving on the Scio-Thomas Creek Section of the Albany-Lyons Secondary Highway and City Streets in Scio in Linn County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

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AUG - 1 1950
FOR FILING

[illegible]

3369

July 31, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on July 25, 1950 on Contract No. 3369, Scio-Thomas Creek and Scio Section, in connection with Federal Aid Project No. S-223 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams.
Asst. State Highway Engineer.

DBP:md

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FORM E-90X 15M 1-49 29034

8223(4)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 18, 1950

SUBJECT:

To:
Mr. F. D. Eason
Division Engineer

Mr. S. H. Probert
Office Engineer

Herewith one unexecuted copy of an agreement with the City of Scio covering the improvement of Main, North, and West Streets. Distribution of copies of this agreement is as follows:

Secretary, Highway Commission	1
City of Scio	1
County and City Relations Dept.	1
Division No. 2	1
Office Engineer	1

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Att.

cc: Mr. L. H. Warfield

NOTED
WARFIELD

RECEIVED
JUL 13 1950
FOR FILING

S-223(4)

3369

July 12, 1950

K. F. Jacobsen & Co., Inc.,
0445 S. W. Porter St.
Portland 1, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you Contract No. 3369 for grading and paving the Scio-Thomas Creek and Scio Sections of the Albany-Lyons Secondary Highway near Scio; and on Main, North and West Streets in Scio, Linn County. This award was based on your low bid of $152,109.00 using asphalt, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

PM

cc - S. H. Probert

RECEIVED
JUL 13 1950
FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON

S-223(4)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

July 11, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. S-223(4) Scio-Thomas Creek and Scio Sections, on the Albany-Lyons Secondary Highway near Scio; and on Main, North and West Streets in Scio, to K.F. Jacobsen Co., Portland, Oregon who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

TMD:re

RECEIVED
FOR FILING
DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

[illegible]

July 7, 1950

[illegible]

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A program change in Item 124, Project S-223(4), fifth supplement Oregon Cumulative Postwar Federal Aid Secondary Highway Program (dated February 21, 1950) was approved effective June 28, 1950.

This action was requested in your request for approval of individual project program change, dated June 15, 1950.

The item will now appear on the program as follows:

Item	124
County	Linn
Project No.	S-223(4)
F.A. Secondary Route	220
Termini:	0.5 mile south of Scio to Thomas Creek
Construction Cost:	
Total	$140,000
Federal Funds	65,000
State Funds	75,000
Length	4.24 miles
Character of Work	Grading, draining, 2-lane high type surfacing.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

RECEIVED
[illegible] 6 1950
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

223(4)

June 23, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-223(4) Scio-Thomas Creek Section of the Albany-Lyons Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending approval of the program revision submitted June 15, 1950.

Please submit the usual number of copies of the encroachment resolution from the city of Scio.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

ED
0
OR FILING

June 22, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your inquiry by telephone as to why the Scio-Thomas Creek Project, S-223 (4), is terminated at Station 495 instead of being carried to a connection with the Crabtree Cr.-Scio Project, S-222(3), at Station 490.

Construction on the Crabtree Cr.-Scio Project was planned to be terminated at Station 490, but in order to provide a better connection with the then existing road, actual construction was extended 500 feet to Station 495.

The work in this extension of project was done by the State without federal aid participation in cost.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

/

CITY OF SCIO
SCIO, OREGON

NOTED
J. W. CATTRALL

5-16-50

Harold C Ayers
Salem, Ore.

Dear Sir:- The city has no way to raise the 8000^{00} for Gutters so will have to go ahead with the $\$15000^{00}$ for the Main St Paving as you proposed when down here, as our funds are all gone.

Yours Resp.
Virgil Crow
Recorder City of Scio

RECEIVED
MAY 16 1950
ENGINEER
[illegible]TIONS

RECEIVED
MAY 16 1950
OREGON
STATE HIGHWAY COMMISSION

[illegible]
Harold C. Ayers

Project No. 21

SCIO
Linn County
Population: 438
Division II

Previous Projects

1948: None

1949: None

Proposed Project

	Cost (Estimated)		
	State	City	Total
1950: Patch street, place asphaltic concrete 3" in depth 20 to 24 feet in width on Main Street from Water Street to North Street, North Street from Main Street to West Street, West Street from North Street to north city limits-a total distance of approximately 0.54 mile. City to construct required drainage.	$14,000.00	$ --	$14,000.00

* * * * * * * * * * * * * * * * * * * *

Application for improvement of street based on its use by a very large volume of log and lumber trucks.

Recommendation

This project qualifies and is recommended for approval.

HCA:MM
5/15/50

FORM E-30 25M 9-49 34668

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 10, 1950

SUBJECT:

NOTED
J. W. CATTRALL

To: Mr. John W. Cattrall

Edwin Keech, phone 3-3424 or 2-1810, in the Masonic Building, a lawyer representing the Shaw Lumber Company, called regarding hauling over the city street in Scio.

It seems that the Scio City Council has planned to place a load limit on the street which would prevent the logging company from hauling to the mill, and, in the meantime, the City is trying to get the Highway Department to permit the use of the special tax street funds for rebuilding this street. Please see me about it when you get back, after which, call Mr. Keech and tell him what can be done about getting the report in to this next Commission meeting which I would appreciate your doing if you can.

R. H. Baldock

RHB:hi

NOTED
J. F. HAGEMANN

Left word at Keechs office to the effect project has been investigated & will be presented to Comm at May 25,26 meeting for action. Fred 5/12/50

RECEIVED
MAY 11 1950
ENGINEER
COUNTY & CITY RELATIONS

$250,000 City allotment 1950.

Scio 5-10-50

Investigated with Mr. Fred Bryan - Who said if we had to drop any part of requested program to leave off North Street from Main to easterly city limits.

City may request that the project include paving full width on Main Street from Mill Street to [illegible] St and placing curbs. Will write us 5-15-50

Street is in bad condition due to extremely heavy log truck hauling and should be repaired this year or will lose all surfacing

Plan on recommending patching out bad spots and placing 20' width of asphaltic concrete 3" in depth on West Street - North Street and Main Street to Smith street. 2" on balance 22' wide.

All types of rock. Crushed and river run Concrete Aggregate available 1/2 mile at Joe Darry Crushing plant. Oil rock $1.60 per cu yd at plant Macadam rock 1½-0 or 2½-0 $1.35 at plant Concrete Aggregate coarse .85 sand $1.25.

City will provide adequate drainage to relieve a bad condition on North St and at intersection of West & North Street.

HGG

[illegible] 5-10-50

[illegible] St - Mill to Smith 0.8 - 423 lin ft

20.4 ft [illegible]

Curbs	40 cyds	55.00	2200.00
Excavation	400 cyds	2.00	800.00
Base rock	400 cyds	4.00	1600.00
[illegible]	80 cyd	5.00	400.00
[illegible]	4	75.00	300.00
[illegible]	225 ton	10.00	2250.00
			7350.00
			7%
			1,0?5.00

Joe Darcy

$1.60 Oil Rock

3/4 - 1/2
1/2 - 1/4
1/4 - 0

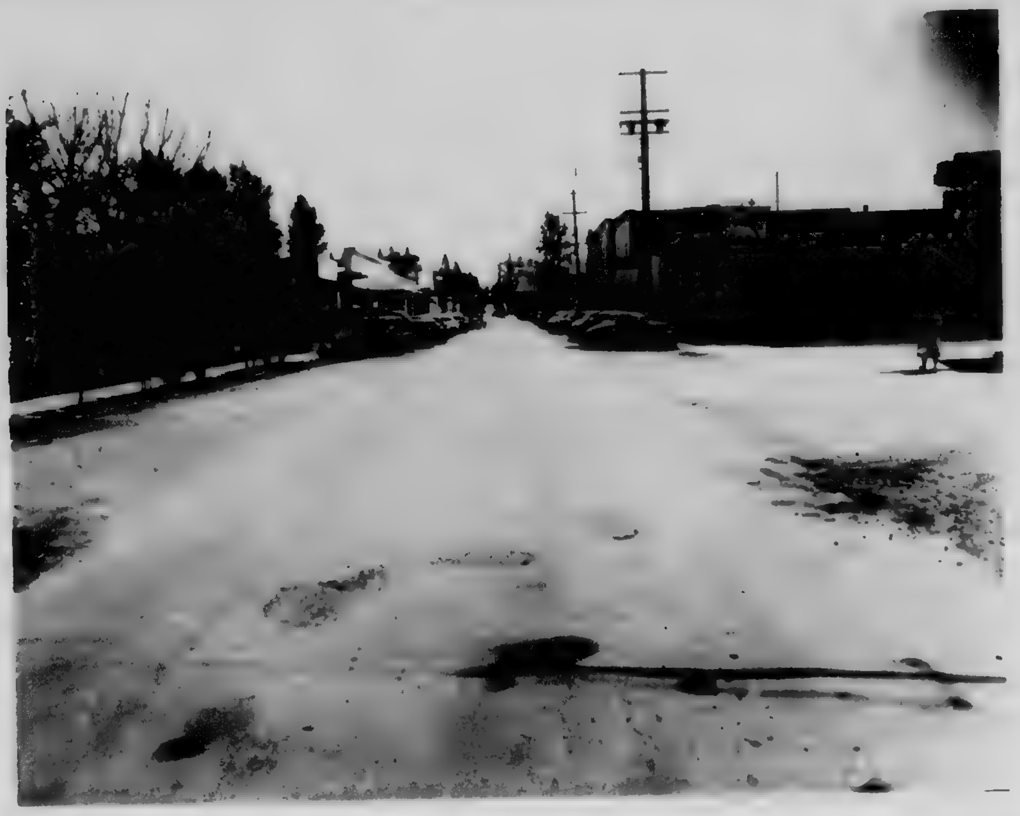
$1.35 Decomposed Rock

1 1/2 - 0 - 2 1/2 - 0

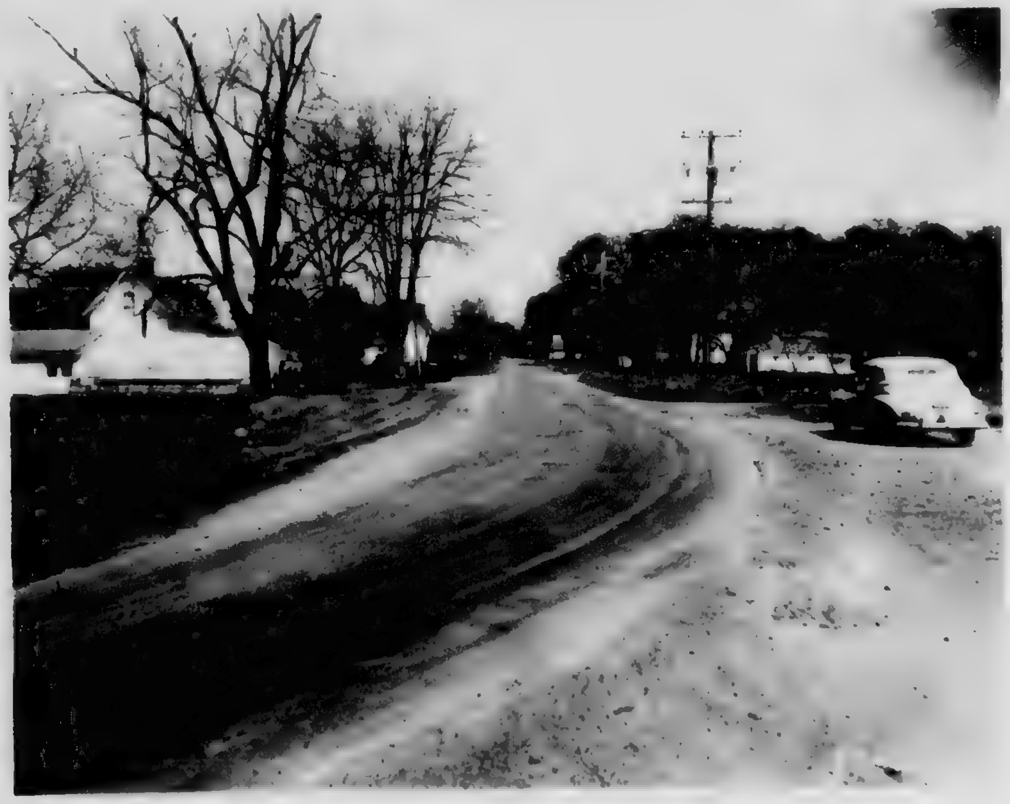
0.85 [illegible] Rock
1.25 Sand

.40 [illegible] 5 miles
.15 [illegible] 3 miles

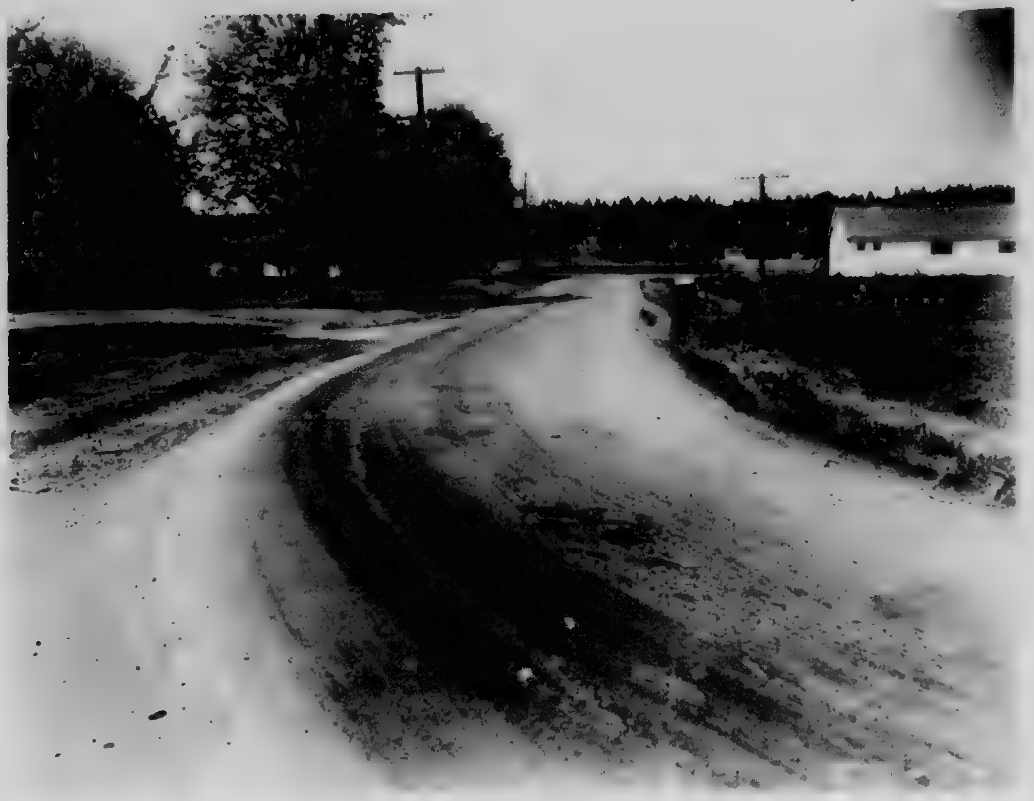
5-10-50



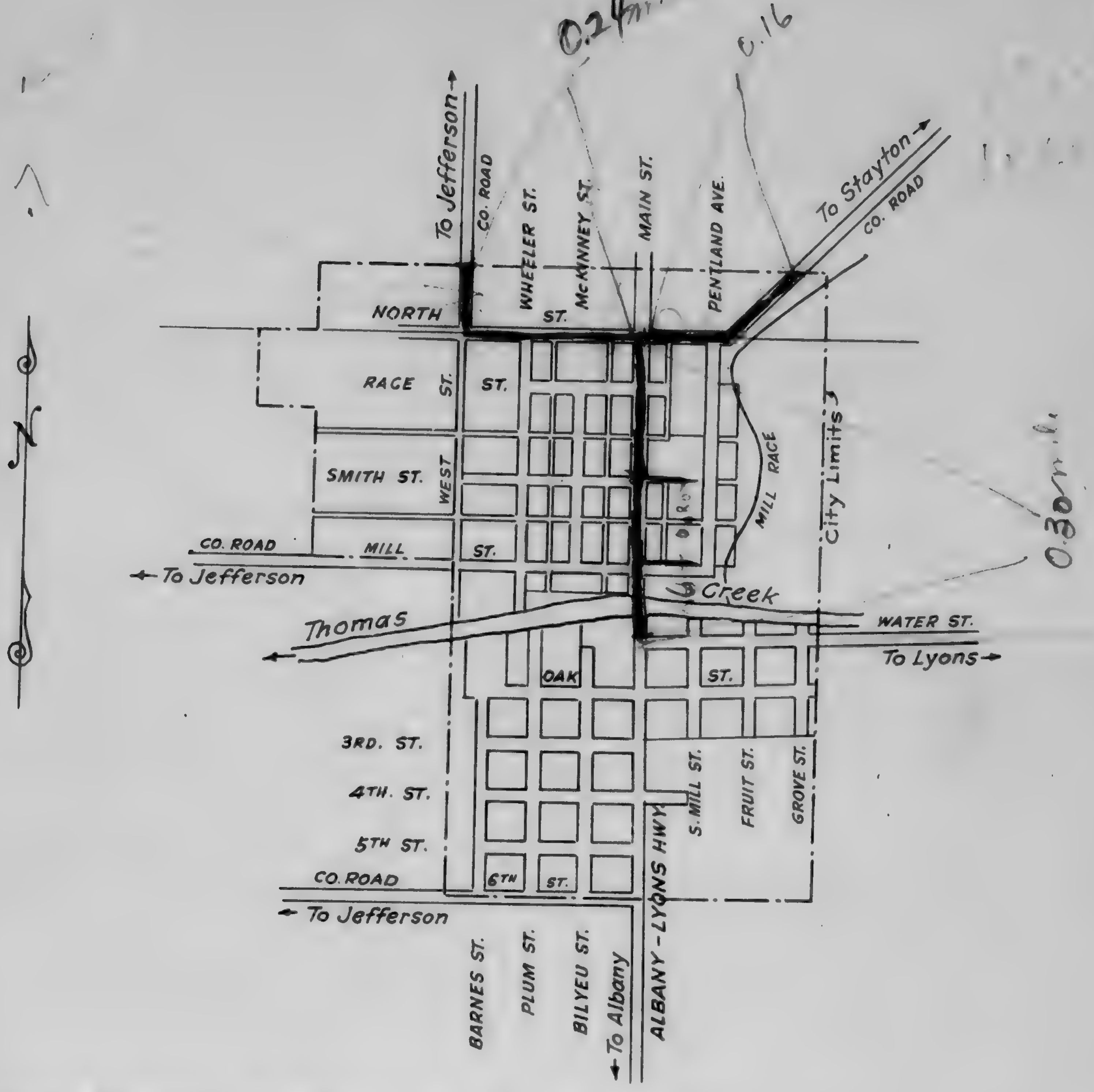
SCIO
Main Street from Smith Street looking south - 5/10/50



SCIO
North Street from West Street looking east - 5/10/50



SCIO
West Street from North Street looking north - 5/10/50


0.24 mi
0.16
0.30 mi
N
To Jefferson
CO. ROAD
WHEELER ST.
McKINNEY ST.
MAIN ST.
PENTLAND AVE.
To Stayton
CO. ROAD
NORTH ST.
RACE ST.
WEST ST.
SMITH ST.
MILL ST.
CO. ROAD
To Jefferson
MILL RACE
City Limits
Thomas Creek
WATER ST.
To Lyons
OAK ST.
3RD. ST.
4TH. ST.
5TH ST.
6TH ST.
CO. ROAD
To Jefferson
S. MILL ST.
FRUIT ST.
GROVE ST.
BARNES ST.
PLUM ST.
BILYEU ST.
To Albany
ALBANY-LYONS HWY.

Trucks come from the east and turn up Main Street to go to West Scio.

SCIO

LINN COUNTY

Scale 1" = 800'

Form cc-50
Special City Allotment

NOTED
J. W. CATTRALL

2-20-50

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of SCIO is an incorporated city of the State of Oregon, and has a population of 438, as given by the latest official census, and

Harold C. [illegible]

Form cc-50

WHEREAS, the following streets of said city, Main St. from Water St to North St., North St from Main St to West St., West St from North St to City Limits on Jefferson road. North St from Main St. to City Limits on Stayton road.

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in ~~regular or~~ special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

Main St. North St + West Sts as named above.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Scio does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Fred Bryan as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 20th day of Feb, 1950.

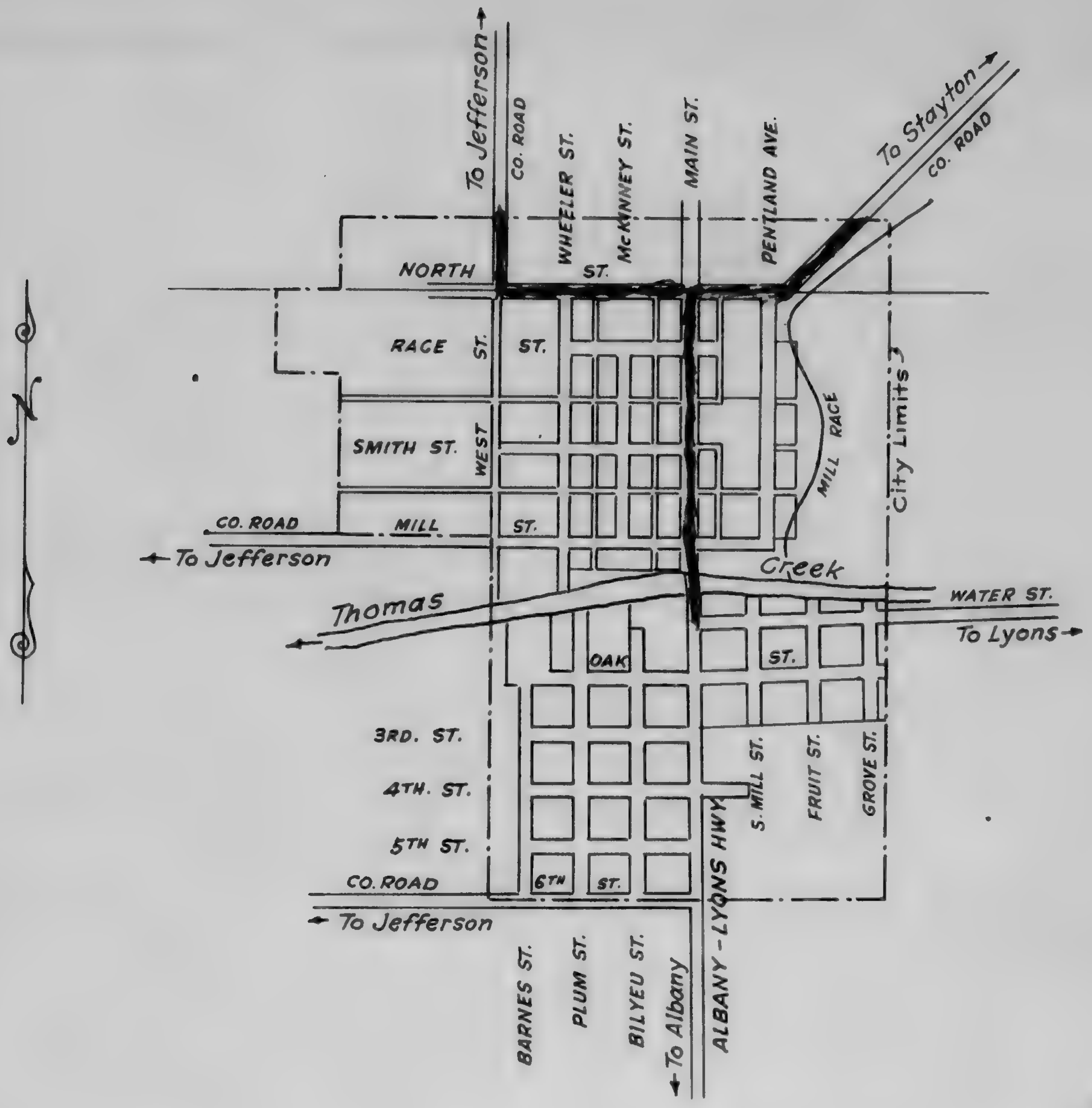
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Scio at a ~~regular or~~ special meeting of said council, held on the 20th day of Feb, 1950, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 20th day of Feb., 1950.

Virgil Crow
City Recorder


To Jefferson
CO. ROAD
WHEELER ST.
McKINNEY ST.
MAIN ST.
PENTLAND AVE.
To Stayton
CO. ROAD
NORTH
ST.
RACE
ST.
ST.
N
SMITH ST.
WEST
MILL RACE
City Limits
CO. ROAD
MILL
ST.
To Jefferson
Creek
Thomas
WATER ST.
To Lyons
OAK
ST.
3RD. ST.
4TH. ST.
5TH ST.
S. MILL ST.
FRUIT ST.
GROVE ST.
CO. ROAD
6TH
ST.
To Jefferson
BARNES ST.
PLUM ST.
BILYEU ST.
To Albany
ALBANY - LYONS HWY

SCIO

LINN COUNTY

Scale 1" = 800'

CITY OF SCIO
SCIO, OREGON

2/6/1950

John Cattrall
State Highway Comm.
Salem, Oregon.

Dear Sir: The City of Scio has to resurface Main St. complete and North Street from Main St. to the west City limits owing to the heavy traffic from the Logging Trucks.
We patched ever week last year but do not have the money this year to fix the Streets.
Will have to stop the logging trucks from hauling through Town this year if we do not get help on repairing the main truck route.
When can you meet with the Council to discuss this problem, we can call a special meeting any date you set.
We thought this could be taken out of Special Highway Funds.

NOTED
J. W. CATTRALL

Recorder City of Scio.

NOTED
Harold C. Ayers

RECEIVED
FEB 14 1950
ENGINEER
COUNTY & CITY RELATIONS

322-1708 Harrisburg Section on 7th 1950
Street in Harrisburg.

#3368

RECEIVED
FOR FILING

322-1708

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 26, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3368	3-final	Harrisburg Sand & Gravel Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17572	2822	$ 350.00	10/26/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: Aug. 31, 1950

Time Extensions: Extended to Sep. 6, 1950 without penalty

Completion Date: Sep. 5, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 10-27-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: OCT 27 1950
A. A. Wicklander

[illegible]

RECEIVED
FOR FILING

333 1708

3368

October 10, 1950

Harrisburg Sand & Gravel Co.
Harrisburg
Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 28, 1950, had under discussion your request for an extension of time six days, from August 31 to September 6, 1950, within which to complete your contract No. 3368 covering the Harrisburg (7th Street) City Street Section in Linn County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Eason,
Division Engineer

S. F. Walters,
Resident Engineer

N. G. Smith

[illegible]

RECEIVED
OCT 16 1950
FOR FILING

[illegible]
3368

October 10, 1950

General Casualty Co. of America
Eugene Insurance Agency
27 E. Broadway
Eugene, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3368, for work on the Harrisburg (7th Street) City Street Section in Linn County, has been completed by the contractor, Harrisburg Sand & Gravel Co., and that final payment in the amount of $350 will be made on or after October 20, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $5,797.86, and that no force account work was performed on the project. This contract was completed on September 5 and accepted by the Commission on September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

October 4, 1950

Mr. M. A. Clayton
City Recorder
Harrisburg, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Contract No. 3368 with the Harrisburg Sand & Gravel Co. for grading and surfacing on the 7th Street section in the City of Harrisburg was completed September 5, 1950, and accepted by the Highway Commission on September 28, 1950.

Under the terms of the agreement dated June 20, 1950, between the Highway Commission and the City of Harrisburg, the maintenance of and continued jurisdiction over the above city street will be assumed by the City as of the date of completion, September 5, 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

49-91

RECEIVED
SEP 20 1950
FOR FILING

[illegible]

3365

September 19, 1950

Request for extension of time
No. 2
September 28 and 29 meeting

Oregon State Highway Commission

Gentlemen

Herewith is a request from the Harrisburg Sand & Gravel Co. for an extension of time on Contract No. 3368, Harrisburg (7th Street) Section, from August 31, 1950 to September 6, 1950.

This is a city project not on a state highway system, and it was necessary for the City of Harrisburg to move a 3-inch water main before the contractor could complete his work.

The overrun of time is not the fault of the contractor, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

:hi
Encl.
cc Mr. Williams
Mr. Smith

RECEIVED
SEP 20 1950
FOR FILING

322-1708

3367

September 19, 1950

General Casualty Co.of America
Eugene Insurance Agency
27 East Broadway
Eugene, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Harrisburg Sand and Gravel Co., on contract No. 3368, covering the Harrisburg (7th Street) City Street Section in Linn County. This payment, in the amount of $5,050.83, will be made on or after September 29, 1950. The retained percentage is $350.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD
9-19-50

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 9-2, 1950

Section Harrisburg (7th Street)

Highway City Street

Contractor Harrisburg Sand & Gravel Co.

Date of Contract July 11, 1950

Date work started August 1, 1950

Amount of contract $ 5,619.78

Kind of work Grading & Oil Mat Surfacing

Section prefix 322-1708

Contract number 3368

Date of completion August 31, 1950

Estimated date of completion September 2, 1950

Per cent of time elapsed 100 + %

Estimated cost of completed project, exclusive of engineering $ 5619.78

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 300, 5.3 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work continued slowly this week. Oiling was completed on Friday and there remains a small amount of clean-up and maintenance to be done.

NOTED
H. W. LIBBY

NOTED
B. A. MARTIN

NOTED
RAY WEBSTER

Signed

Address 620 Burkhart, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.17	0.17		0.17	
Miles partially completed					
Miles completed	0.17	0.17		0.17	
Total estimated quantities	260	1240			
Estimated quantities moved or placed to date	260	1230			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		5			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Oiler 1, Retort 1, Trucks 3

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED

RECEIVED
AUG - 1 1950
FOR FILING

322-1708

3368

July 31, 1950

Harrisburg Sand & Gravel Co.
Harrisburg, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3368, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Grading and Oil Mat Surfacing on city street in Harrisburg (7th Street) in Linn County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc
Enc.

7/31/50

RECEIVED
JUL 31 1950
FOR FILING

322-17-1

3368

July 26, 1950

REGISTERED MAIL

Harrisburg Sand & Gravel Company
North Second Street
Harrisburg, Oregon

Gentlemen:

Your Contract No. 3368 for grading, surfacing and oiling on Seventh Street in Harrisburg, Linn County, has been received in this office fully executed.

We are therefore returning Cashier's Check No. 12457 in the amount of $280.98 which you submitted with your proposal on July 11, 1950.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

RECEIVED
JUL 13 1950
FOR FILING

322-1708

3368

July 13, 1950

Harrisburg Sand & Gravel Company
Harrisburg,
Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you Contract No. 3368 for grading, surfacing and oiling on the Harrisburg Section (7th Street), Linn County. This award was based on your low bid of $5,619.78 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

RECEIVED
1950
FOR FILING

FORM E-30X 15M 1-49 29024

322-1408

3368

File

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 28, 1950

SUBJECT:

To: Mr. S. H. Probert, Office Engineer

Mr. F. D. Eason, Division Engineer

Attached is an unexecuted copy of a $250,000 city allotment agreement with the City of Harrisburg. Distribution of copies of this agreement is as follows:

Secretary, Highway Commission	1
City of Harrisburg	1
County and City Relations	1
Division No. 2	1
Office Engineer	1

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Att.

cc: Mr. L. H. Warfield

NOTED
WARFIELD

VED

FOR FILING

7

Harrisburg

Salem, Oregon
June 21, 1950

Mr. John W. Cattrell
City & County Relations Dept.

Attached hereto is one unexecuted copy of the $250,000 Allotment Project Agreements, for each of the following cities:

City of Harrisburg, covering the improvement of 7th Street from Territorial Street to O'Hara Avenue.

City of Yamhill, covering the improvement of Main Street from Maple Street to the west city limits.

City of Coquille, covering improvement of Henry Street from 10th Street to north city limits.

The original of each agreement has been retain in this office for the Commission's files, and one fully executed copy has been sent to the City Recorder of each city.

Secretary

[illegible]
attach: 3

IVED
1950
FOR FILING

June 21, 1950

Mr. L. L. Gooding, City Recorder
City Hall
Harrisburg, Oregon

Dear Sir:

We are enclosing herewith a fully executed copy of the Special City Allotment Project Agreement with the City of Harrisburg, covering the improvement of Seventh Street from Territorial Street to O'Hara Avenue, a distance of approximately 0.17 mile.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

FORM 2-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 16, 1950

SUBJECT:

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
By Asst. Chief Engineer
Agenda please.

Herewith three copies of an agreement covering the improvement of 7th Street from Territorial Street to O'Hara Avenue in the City of Harrisburg. This agreement is in accordance with the special city allotment project as previously approved by the Highway Commission. Two of these copies have been executed by the proper city officials and are now ready for presentation to the Highway Commission.

John W. Cattrall
Engineer, County and City Relations

By

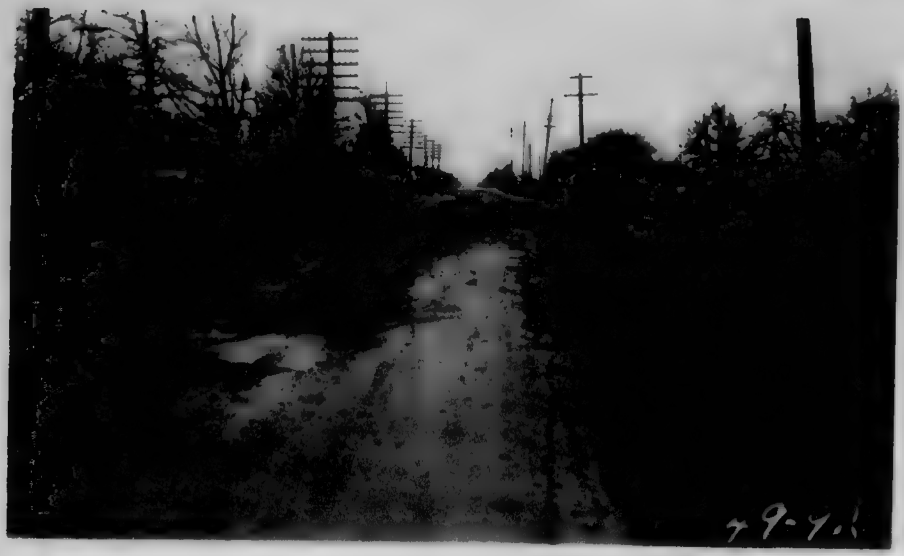
Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Att.

NOTED
W. C. WILLIAMS

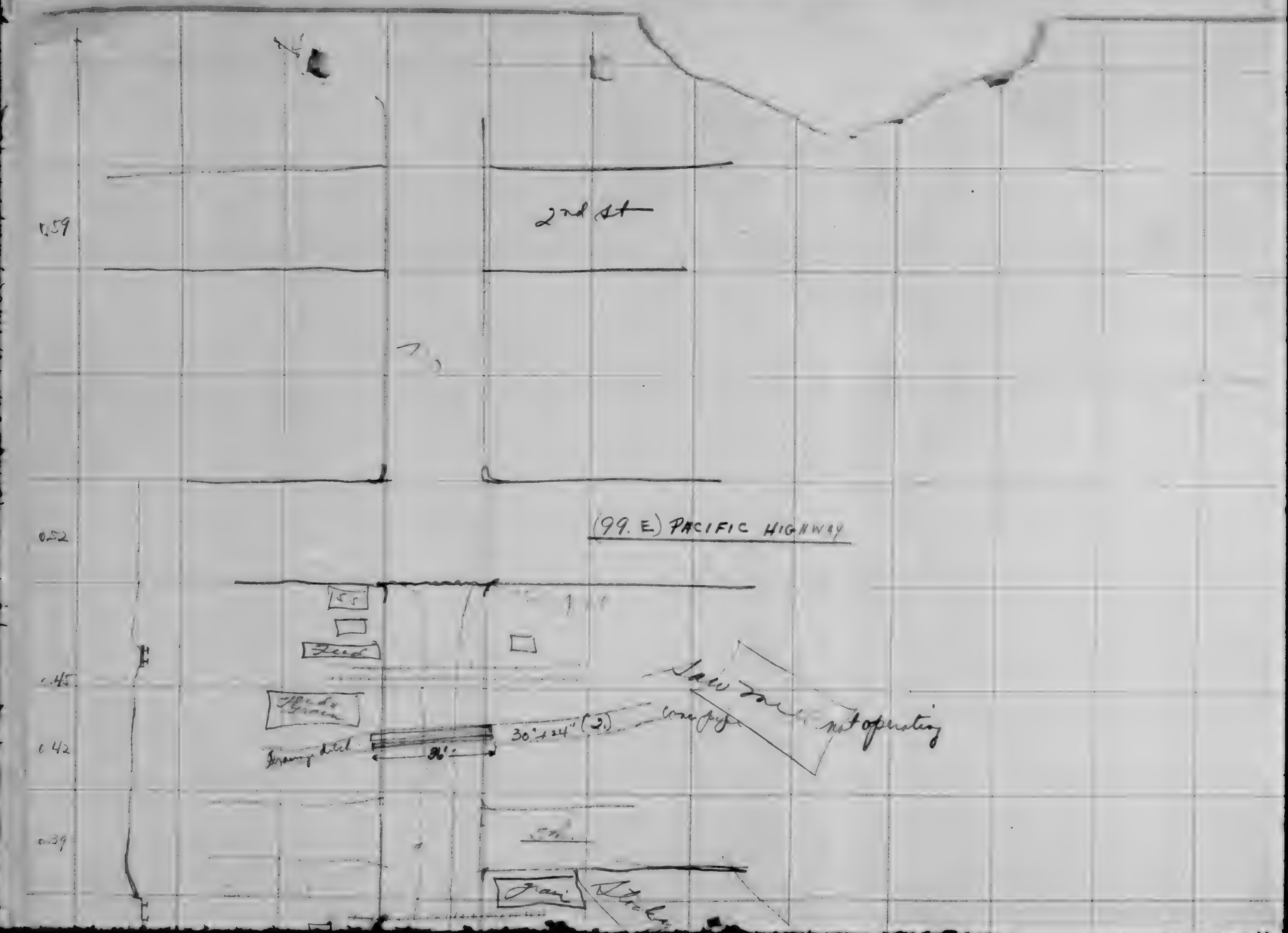
AUTHORIZED BY HIGHWAY COMMISSION
DATE Feb. 6, 1950 - Minute page 16519
Secretary

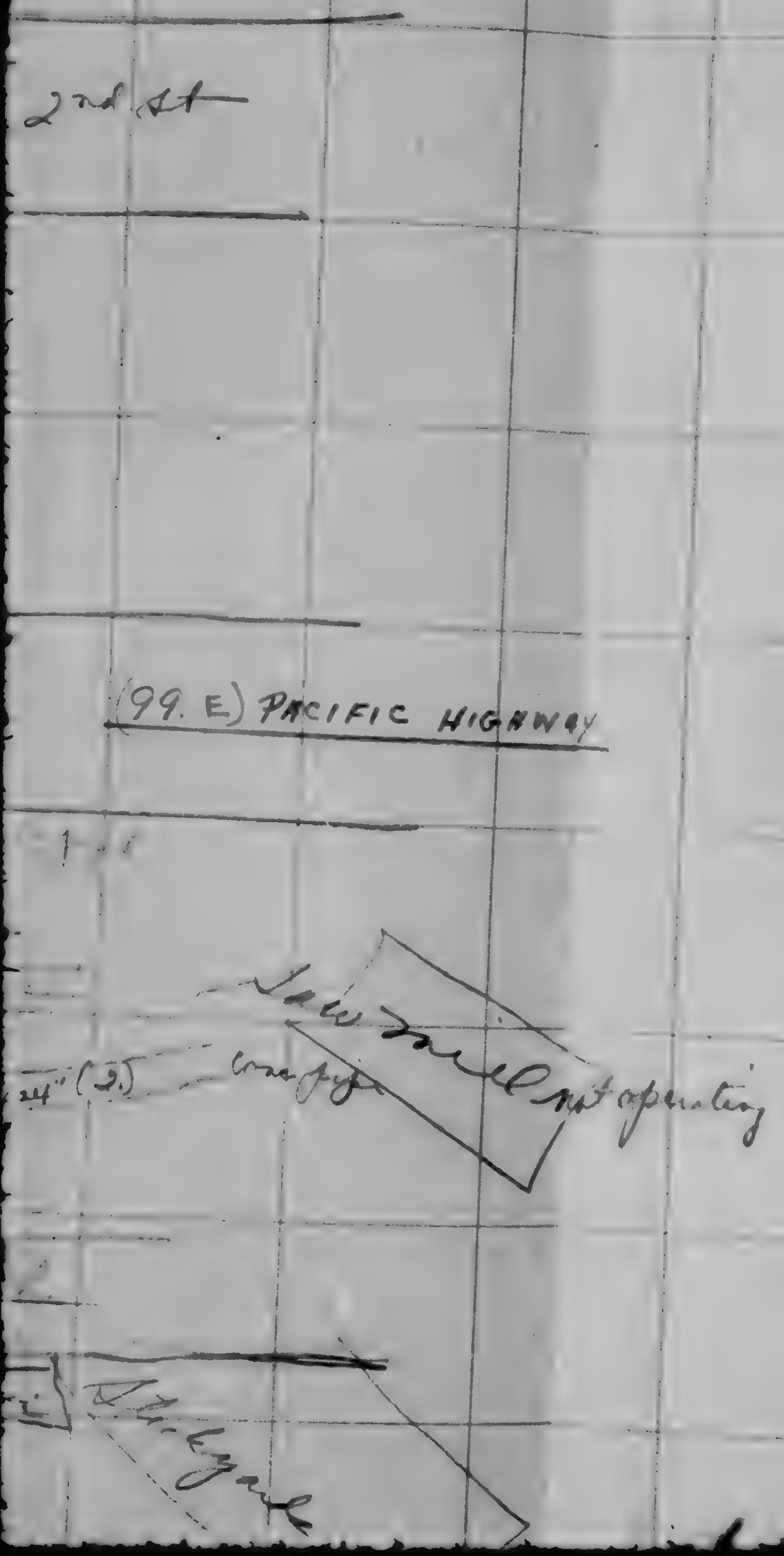
OFFICE COPY

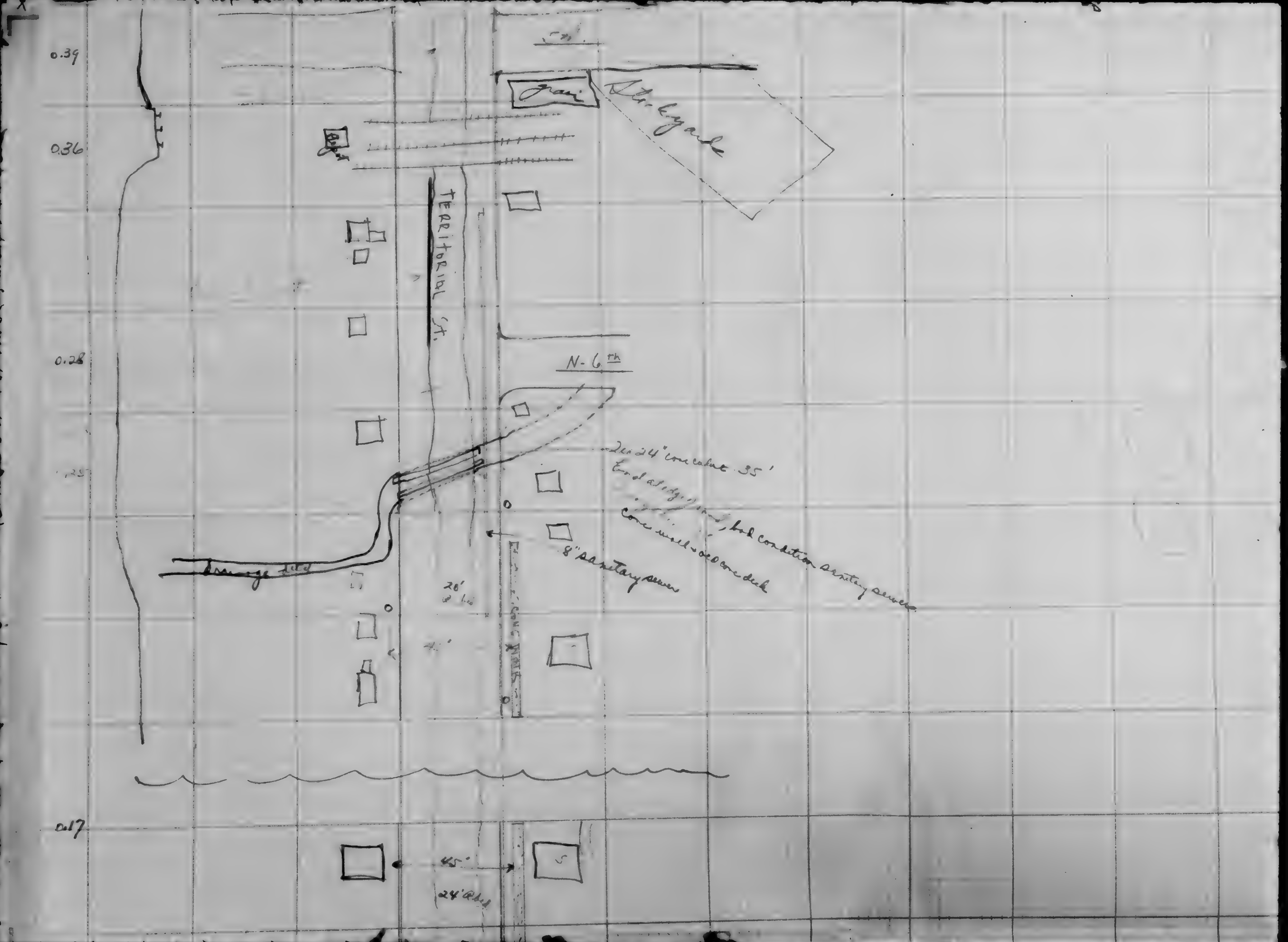


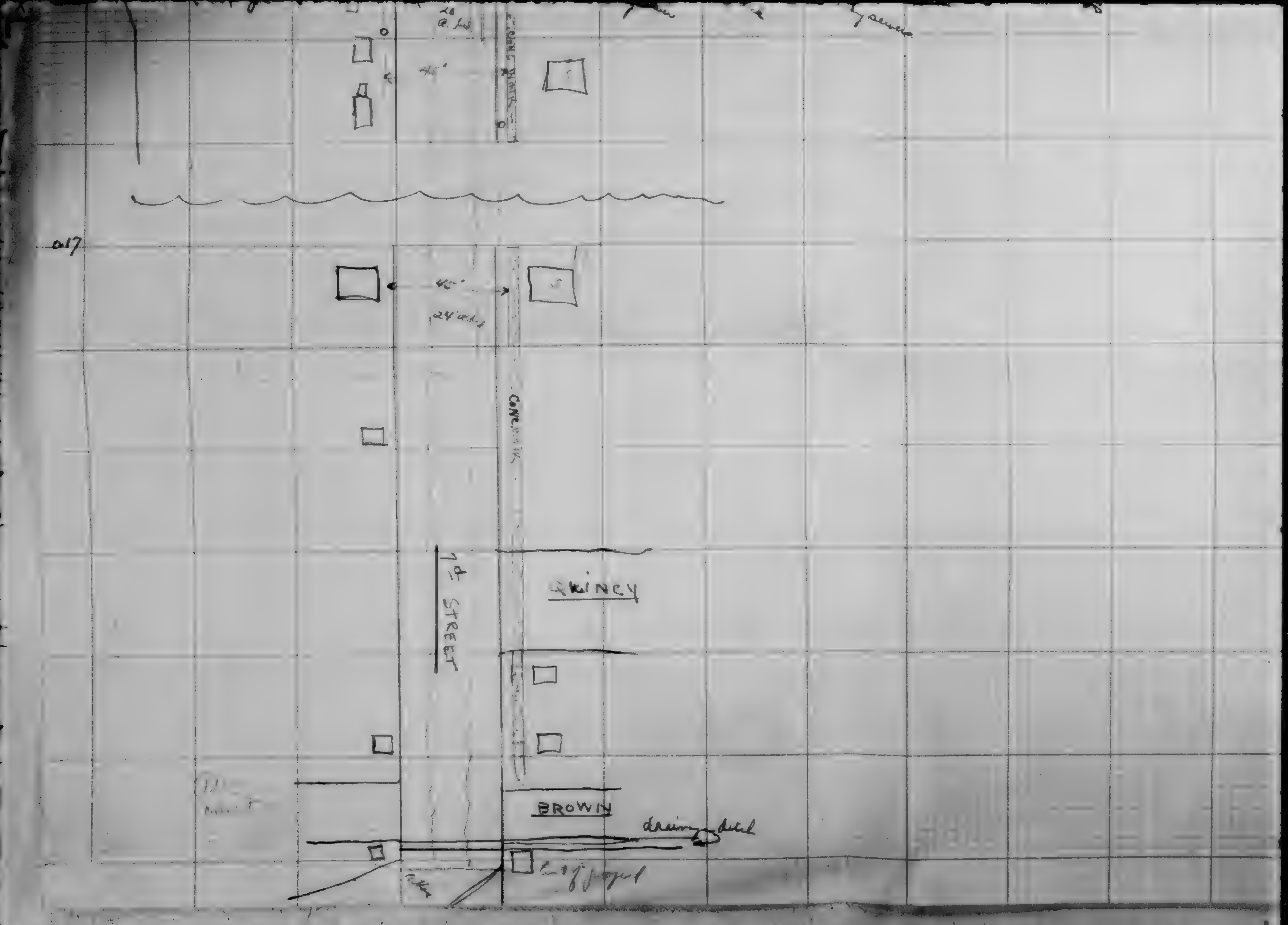
49-91

Harrisburg - 7th Street from Territorial Street
Looking north. 11-22-49


0.59
2nd St
0.52
(99. E) PACIFIC HIGHWAY
S.S
Feed
0.45
0.42
Drainage ditch
36'
30"x24" (2)
Conc pipe
Saw Mill not operating
0.39
Grain


2nd St
(99. E) PACIFIC HIGHWAY
24" (2.5)
conc pipe
Saw mill not operating
Stockyard


0.39
0.36
0.28
.25
0.17
Depot
Grain
Stockyards
TERRITORIAL St.
N. 6th
Drainage ditch
Two 24" conc culvert 35'
End at edge of pav't, bad condition
Conc wall - old conc deck
sanitary sewer
8" sanitary sewer
20'
CONC WALK
45'
24' Rdwy


017
45'
24' wide
CONC. WALK
7th STREET
QUINCY
BROWN
drainage ditch

[illegible] 1950

Harrisburg 11-22-49

[illegible] Territorial Street project in Harrisburg this date.

[illegible] Mayor Clayton Stone and with him went over project [illegible] Council wished to have Territorial Street, Seventh Street and [illegible] a one built [illegible] this year.

[illegible] O'Hara Street in good condition [illegible] nothing having been received this year.

[illegible]

[illegible] but good ditches needed.

[illegible] [illegible] out any [illegible] of any kind, though the [illegible] in the City [illegible] [illegible] [illegible] over the [illegible] farming community.

Suggest nothing be done on O'Hara Street or Territorial Street. As O'Hara is in good condition and Territorial has a sanitary sewer problem that must be solved before any improvement is made on street. Seventh Street is in need of reinforcing and oiling.

Harrisburg 11-22-49

Preliminary Estimate (Field)

Territorial Street from 99E to Seventh St 0.35
Seventh Street from Territorial Street to O'Hara 0.17
(approx 2750 linear feet total)
Place embankment on Territorial St - base 7th St
oil bed. construct drainage ditches, place culvert at
junction of 7th & O'Hara, move C/L to south on Territorial St.

Grade & slope street	all		lump	400.00
Embankment	4000 cyd	@	1^{00}	4000.00
3"-0 base rock	3000 cyd	@	2^{00}	6000.00
3/4-0 in base & shoulders	500 cyd	@	3^{00}	1500.00
18" conc pipe	60 lin ft	@	3^{00}	180.00
[illegible]	5 cyd	@	6^{00}	30.00
Sprinkle	120 M gal	@	3^{00}	360.00
2" plant aggregate	750 cyd	@	5^{00}	3750.00
2" plant mix [illegible] Cement	82 tons	@	60^{00}	4920.00
12" conc pipe	600 lin ft	@	2^{25}	1250.00

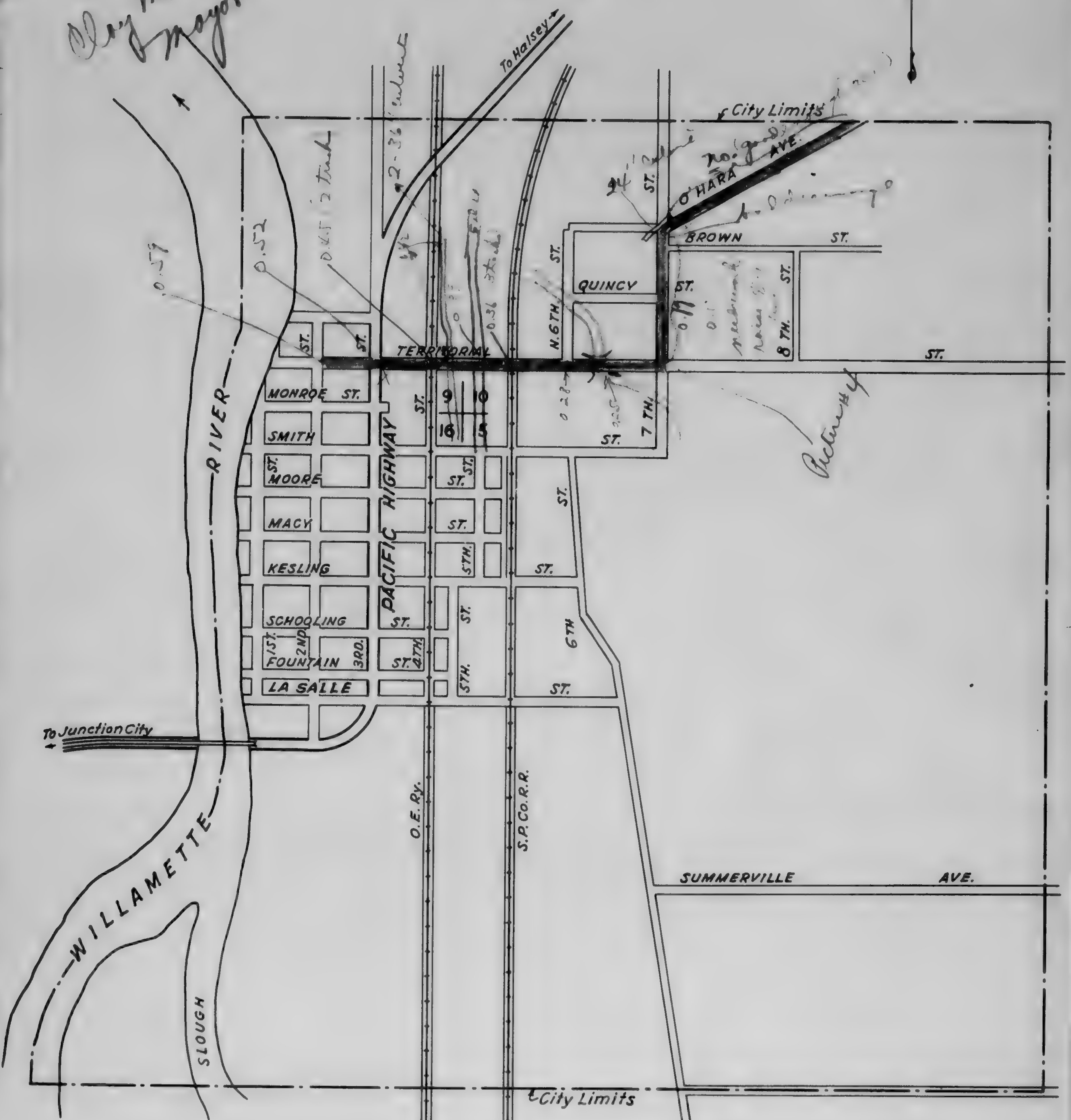
$22390.00
2239
24629.00
800
#25,429.00

Approved
City [illegible]
[illegible]

HARRISBURG

Scale 1"=800'

Clay M. Flore – mayor.


N
To Halsey
City Limits
O'HARA AVE.
BROWN ST.
QUINCY ST.
ST.
N. 6TH. ST.
8 TH. ST.
TERRITORIAL ST.
MONROE ST.
SMITH
MOORE
MACY
KESLING
SCHOOLING
FOUNTAIN
LA SALLE
1ST.
2ND.
3RD.
4TH.
5TH.
6TH
7 TH.
ST.
PACIFIC HIGHWAY
9
10
16
15
O.E. Ry.
S.P. Co. R.R.
SUMMERVILLE AVE.
To Junction City
RIVER
WILLAMETTE
SLOUGH
City Limits
0.57
0.52
0.45
2-36" culvert
0.36
3 track
0.28
0.19
24" culvert
no good
Picture #4

Rev. 7-31-47

Form cc-50
Special City Allotment

NOTED
J. W. CATTRALL

11-17-49

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Harrisburg, Ore. is an incorporated city of the State of Oregon, and has a population of 860, as given by the latest official census, and

Harold [illegible] Ayers

Form cc-50

WHEREAS, the following streets of said city, Harrisburg

O'Hara Ave. From the north city limits southwest to Seventh Street,

Seventh Street from O'Hara south to Territorial Street, and west

on Territorial Street to Second Street,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

O'Hara Ave., Seventh Street from O'Hara Ave. to Territorial Street

and Territorial Street between Seventh Street and Second Street

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Harrisburg does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Mayor C.M.Stone as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 17th. day of November, 1949.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Harrisburg at a regular or special meeting of said council, held on the 17th. day of November, 1949, and the above copy is a true and correct copy of the original and of the whole thereof.

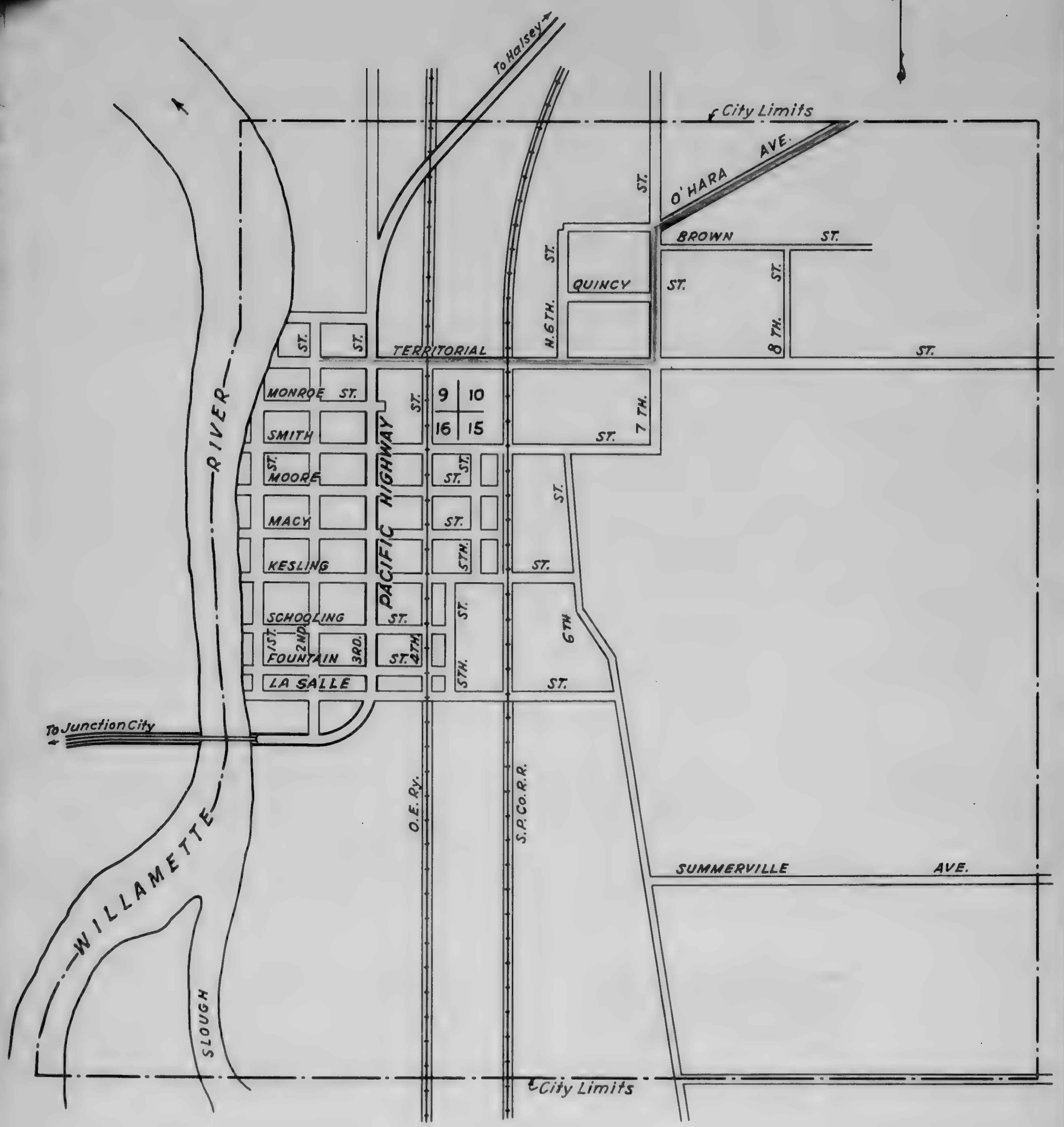
Dated this 19th. day of November, 1949.

L.L.Gooding
City Recorder

L. L. GOODING
CITY RECORDER

HARRISBURG

Scale 1"=800'



N
To Halsey
City Limits
O'HARA AVE.
BROWN ST.
QUINCY ST.
N. 6TH. ST.
8TH. ST.
ST.
TERRITORIAL ST.
MONROE ST.
SMITH ST.
7 TH.
9
10
16
15
MOORE ST.
MACY ST.
KESLING ST.
SCHOOLING ST.
FOUNTAIN ST.
LA SALLE ST.
1ST.
2ND
3RD.
4TH.
5TH.
6TH
PACIFIC HIGHWAY
RIVER
WILLAMETTE
SLOUGH
To Junction City
O.E. Ry.
S.P. Co. R.R.
SUMMERVILLE AVE.
City Limits

Rev. 7-31-'47

20-1065 Meridian Dam Detours Section 1950
of the Willamette Hwy. about
#3367 24 miles SE of Eugene.

RECEIVED
NOV [illegible]
FOR FILING

[illegible]

November 20, 1953
Salem, Oregon

Mr. W. C. Williams
Deputy State Highway Engineer

This supplement is OK for payment by Engineers of $39,593.44.

By interpretation of agreement the Army Engineers were to pay 25¢ extra for rock hauled to detours.

We paid our contractor at 25¢ per yard mile. Haul was something less than 2 miles, resulting in a reduction of $2,018.09 in audited bill.

The bill covers the oiling of detours on Meridian Dam project, our Contract No. 3367 with Roy L. Houck.

Original Bill	$41,611.53	
Approved Audit	39,593.44	
Reduction	$ 2,018.09	
Total billed for yard mile haul		$4,176.38
9.367 cubic yard at 25¢ (approved)		2,341.75
		$1,834.63
	Plus 10%	183.46
		$2,018.09

L. E. Parsons
Assistant Office Engineer

LEP:eh

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 16, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3367	9-final	R. L. HOUCK & SON

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2329	R-60233	$ 6,043.93	2/16/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

a. a. Wiklander
ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: to May 23, 1951 without penalty

Completion Date: May 23, 1951

Date Accepted: Oct. 20, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-19-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: a. a. Wiklander

RECEIVED
JAN 53
FOR FILING

January 30, 1953

General Casualty Company of America
Huggins Insurance Agency
373 N. Church St.
Salem, Oregon

Gentlemen:

State Highway Contract No. 3367 for surfacing on the Meridian Dam Detours on the Willamette Highway in Lane County was completed by the contractor, Roy L. Houck & Son, on May 23, 1951 and was formally accepted by the Highway Commission on October 20, 1952.

Final payment in the amount of $6,043.93 will be released to the contractor on or after February 9, 1953. The total contract amount is $63,746.16, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Company of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD
1-30-53

RECEIVED
SEP 5 1951
FOR FILING

20-1065

3367

September 4, 1951

Roy L. Houck & Son
1585 N. 20th St.
Salem, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 20, 1951, had under discussion your request for an extension of time of 236 days, from September 30, 1950 to May 23, 1951, within which to complete your contract No. 3367 for surfacing on the Meridian Dam Detours Section of the Willamette Highway in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

J. C. Chapman,
Resident Engineer

N. G. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
FOR FILING
20 - 1065
3367

August 15, 1951

Request for Extension of Time
No. 7
August 20 and 21 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Roy L. Houck & Son, for an extension of time on Contract No. 3367, Meridian Dam Detours, on the Willamette Highway, from September 30, 1950 to May 23, 1951.

This project called for the surfacing of detours which were being constructed by contractors under the supervision of the Army Engineers, and because of the failure of the Government contractors to complete their work before the expiration date of this contract, Mr. Houck was unable to complete within the time limit.

Since the delay was definitely not the fault of the contractor, I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

EAP:sh bl

RECEIVED
JUN [illegible] 1951
FOR FILING

3367

June 22, 1951

Senter Tool Service
1240 S. E. 9th Avenue
Portland 14, Oregon

Attention: Mr. P. T. Senter

Gentlemen:

Your letter of June 20 concerning an amount owed you by O. E. Joelson has been received. The only State Highway Contract in the vicinity of Dexter is Contract No. 3367 awarded to Roy L. Houck and Son, but our construction department has no record that Mr. Joelson has acted as a sub-contractor for Houck. Another possiblity would be that Mr. Joelson may have been crushing rock on a job under supervision of the Army Engineers in the construction of Meridian Dam; however, we do not have any detailed information on these contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

TER
880

JOE VANDERMEER
EMpire 7670

SENTER
TOOLS

SENTER TOOL SERVICE

DRILL STEEL made and reconditioned
All types PAVEMENT BREAKERS, PLUMBING TOOLS, HAND and
PNEUMATIC TOOLS made and reconditioned
ROCK BITS HOT-MILLED

1240 S. E. 9th Avenue PHONE EAst 4672
PORTLAND 14, OREGON

June 20,1951

Oregon State Highway Commission,
319 State Office Bldg.,
Salem, Oregon.

Gentlemen:

Last August, September and October,(1950) we furnished steel and repair service in the amount of $178.21 to O.E. Joelson, contractor of Eugene, on their job at Dexter, Oregon.

If this was a state contract, would like to get the name of their bonding company if it is not too late to file a claim.

Yours truly,

SENTER TOOL SERVICE,

By P. T. Senter

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 1, 19 51

Section Meridian Dam Detours

Kind of work Surfacing

Highway Willamette

Section prefix 20-1065

Contractor Roy L. Houck

Contract number 3367

Date of contract July 11, 19 50

Date of completion September 30, 19 50

Date work started August 1, 19 50

Estimated date of completion June 30, 19 51

Amount of contract $ 68,549.00

Per cent of time elapsed $\frac{326}{81}$ 402 %

Estimated cost of completed project, exclusive of engineering $ 70,481.50

Per cent of contract completed, based on total contract price 67 %

Engineering cost to date $ 4,635.00, 6.8 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

PROGRESS BY CONTRACTOR

No activity. This will be the last report until contractor resumes work this Fall.

ENGINEERING

None

Signed E. E. Umphlette

Address 2141 East 15th Ave., Eugene, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		R.B.Topping 4.37	3/4-0 4.37		
Miles partially completed		1.80	3.17		
Miles completed		1.80	3.17		
Total estimated quantities		24,000 CY.	7,300 CY		
Estimated quantities moved or placed to date		20,850 CY	7,023 CY		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons		NONE					
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		NONE
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
JUN 4 1951
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 41608

RECEIVED
MAY 2 1951
FOR FILING

[illegible]

3 - [illegible]

April 27, 1951

Mr. Roy L. Houck
1585 20th Street
Salem, Oregon

Dear Sir:

We deem it necessary to proceed immediately with the oiling of the lower detour on your Meridian Dam detour project from Station 26+35 to 43+92. Will you please make necessary arrangements to proceed with this work at the earliest possible date?

In the event that you do not wish to do this work yourself at this time, it is possible that you could sublet the work to the Acme Paving Company. We would approve such an arrangement.

Will you please advise of your contemplated action.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith
Mr. K. D. Lytle

Mr. Smith: Please furnish prints of the attached profile to Mr. Lytle, and if he wants to send one to Mr. Houck he can do so.

RECEIVED
FOR FILING
FORM E-30X 15M 5-50 40301

COPY

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 24, 1951

SUBJECT: 20-1065 Meridian Dam

To: H. G. Smith
Construction Engineer

Dear Sir:

I am sending a profile showing the work to be done on the detours for which Roy L. Houck has the contract on the Meridian Dam. As you will note, in a couple of places the detours were left out of the contract; some have not even been started, while others have such heavy hauling over them that they will no doubt go to pieces during the summer months.

I suggest that you notify Houck of the condition existing and suggest that he release us from his contract inasmuch as it will be necessary for him to go back at least a couple of times before they can be finished.

The Acme Paving Company has agreed to do this oiling at Houck's price if we can arrange it so that this Company can legally do it.

Houck has not been on this job for some time and I understand from his son that he does not want to go back until he can complete the job.

As it now stands, the detour between Stations 26+35 and 43+92 can and should be oiled at once, while the balance of the work cannot be done at this time. The sections which have been oiled lack the final seal but inasmuch as the contractors for the highway and railroad relocation expect to have their jobs done, we can use the new relocated line this winter. Therefore, I do not believe it is worth while putting this extra seal on these detours.

This project has not worked out at all as we anticipated. The project was let with the assumption that the Army would be through with all of its work last August but many of these jobs will be a year over their allotted time. I am writing a letter which you may send to Mr. Houck if you think such is advisable.

Please furnish this office with a couple prints of this profile and also send one to Mr. Houck.

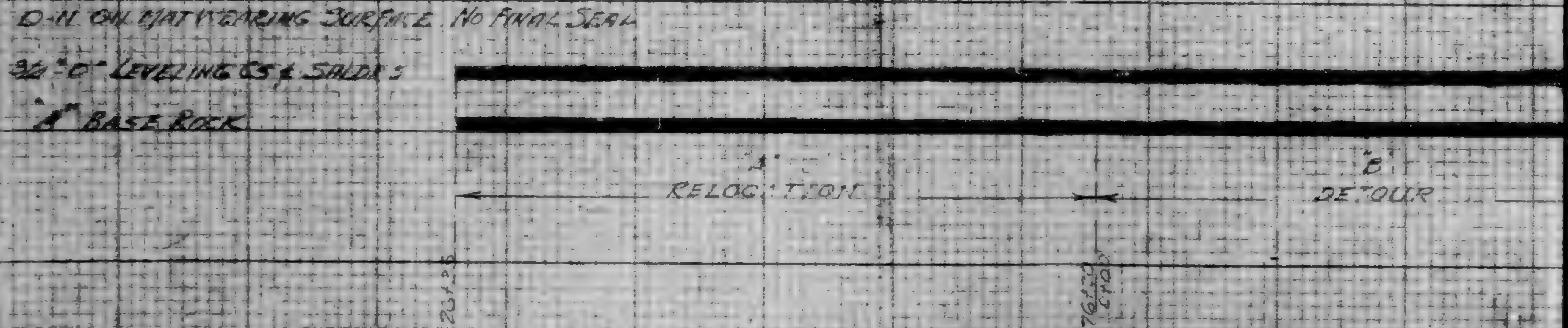
Very truly yours,

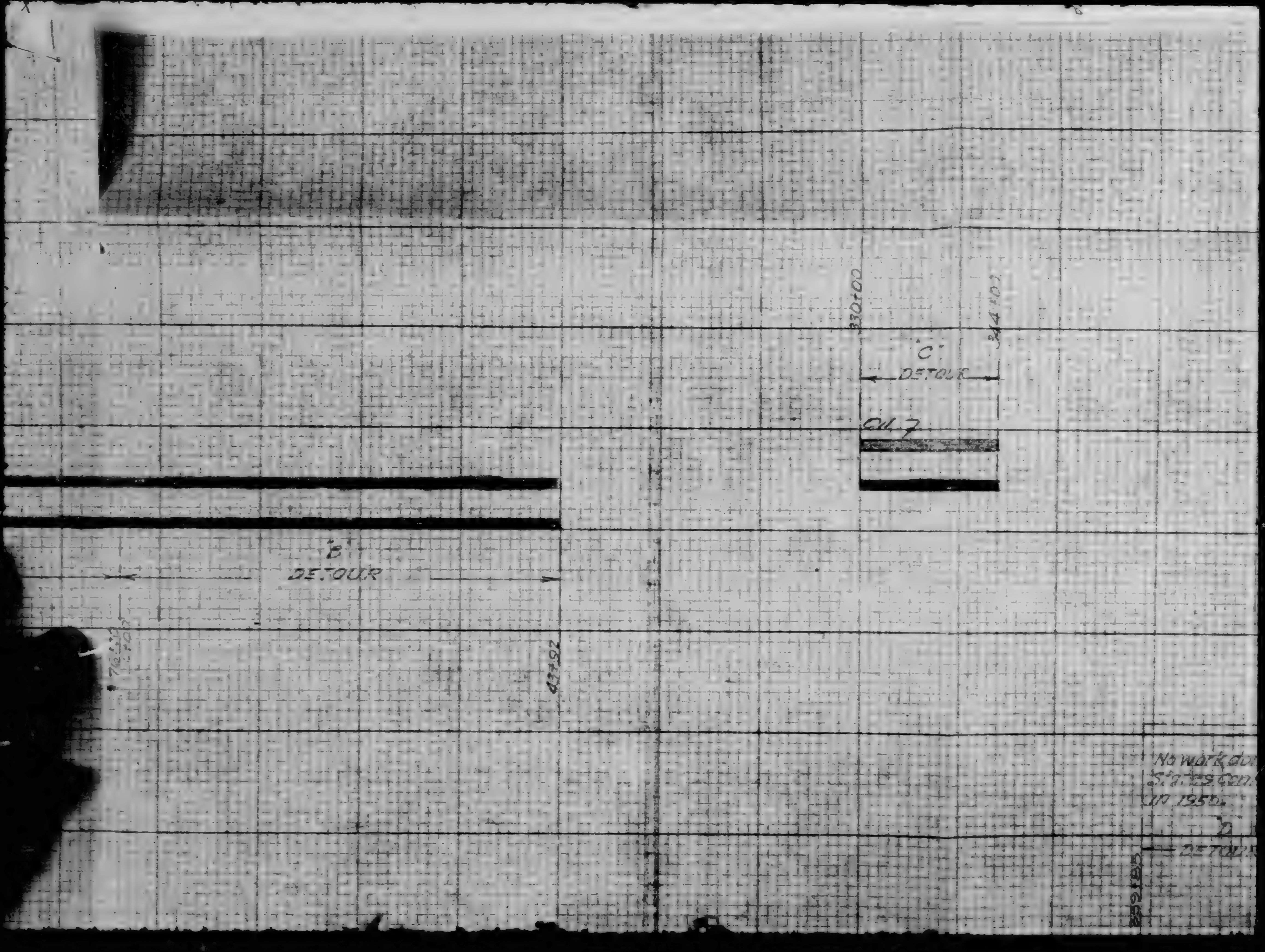
(sgd) K. D. Lytle

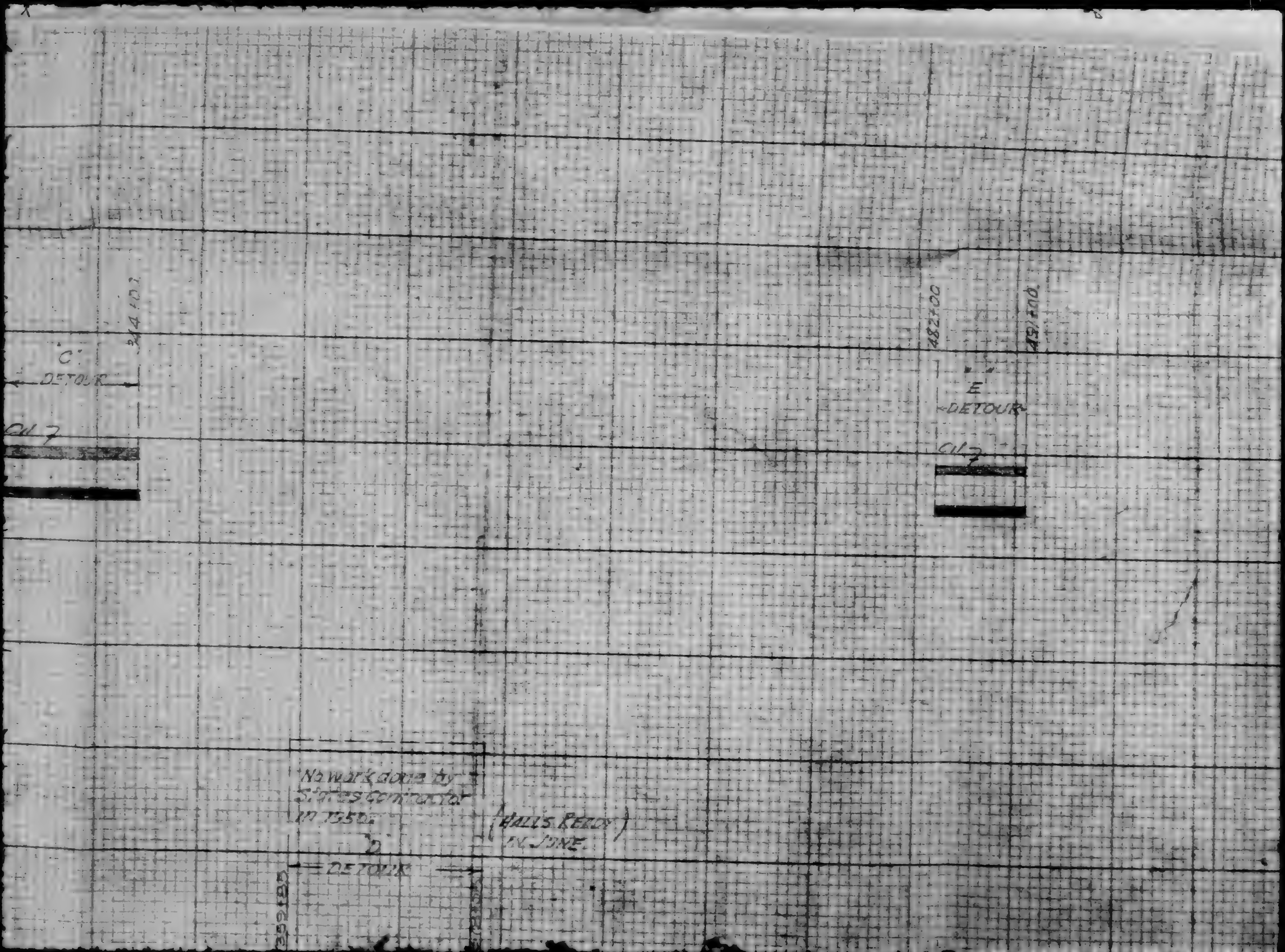
K. D. LYTLE
Division Engineer

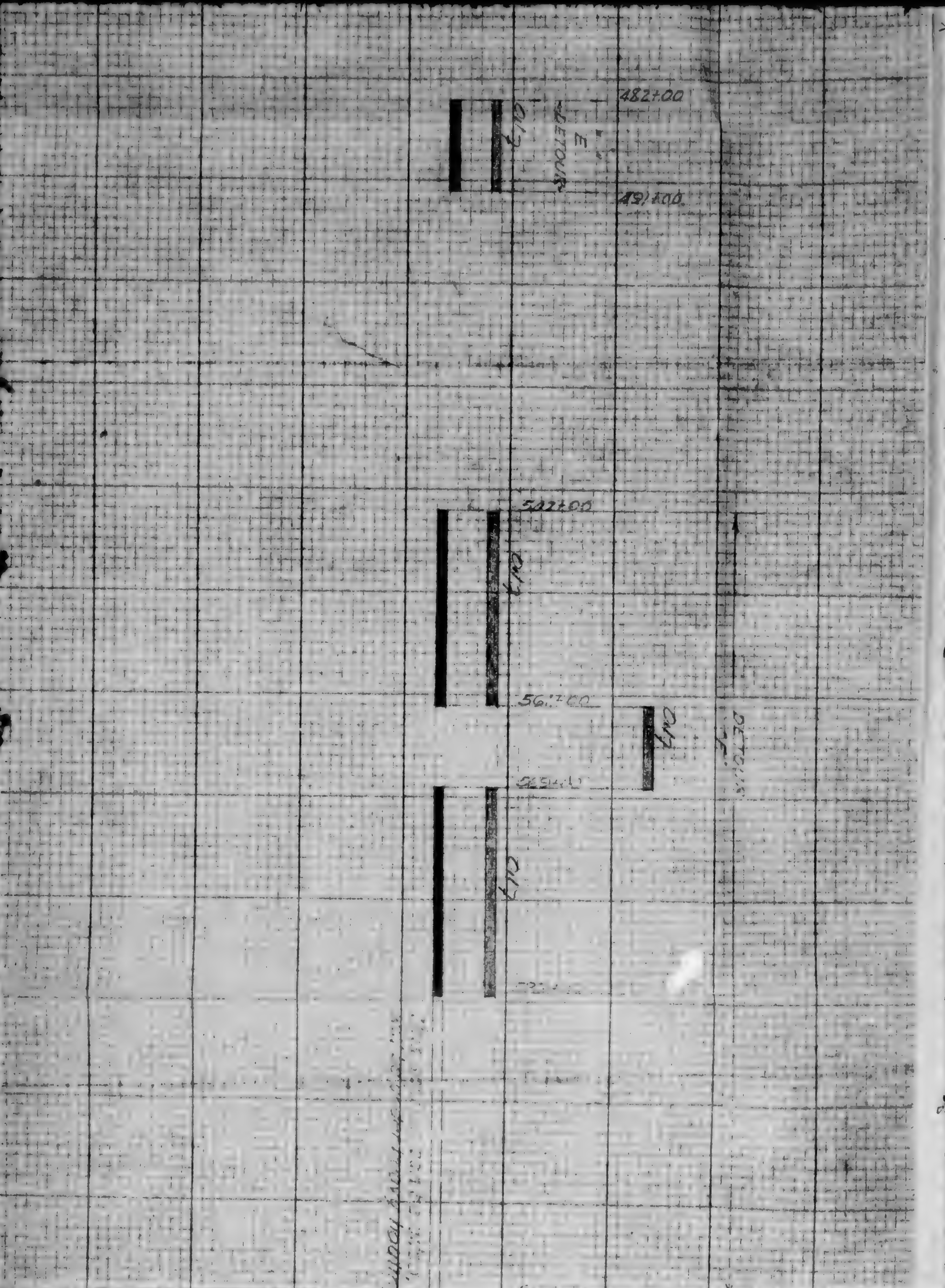
kdl;g
enc

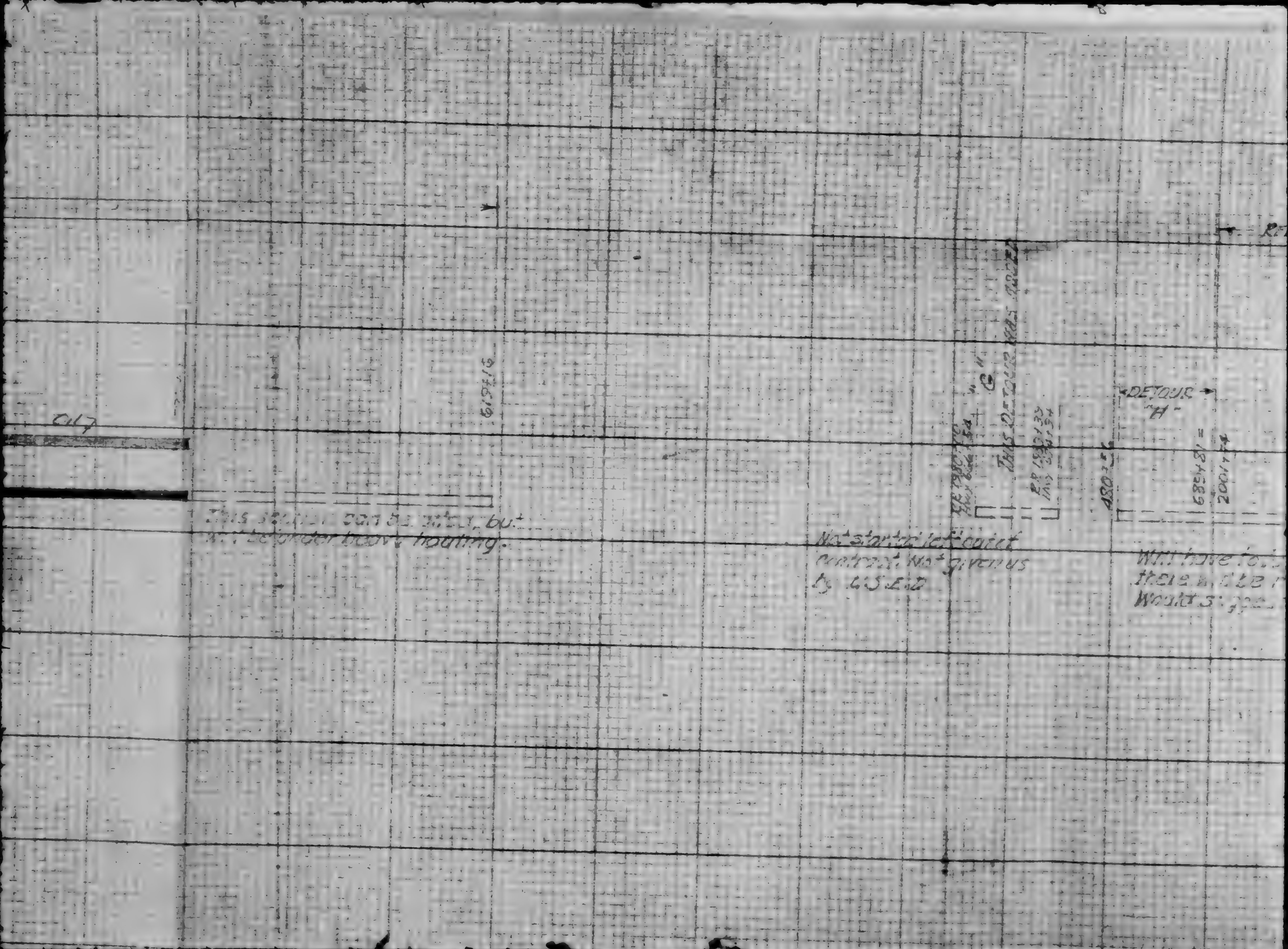
Meridian Land Section


D-N OIL MAT WEARING SURFACE NO FINAL SEAL
3½"-0" LEVELING CS & SHLDRS
8" BASE ROCK
"A"
RELOCATION
"B"
DETOUR
26+25
76+20
CTOD

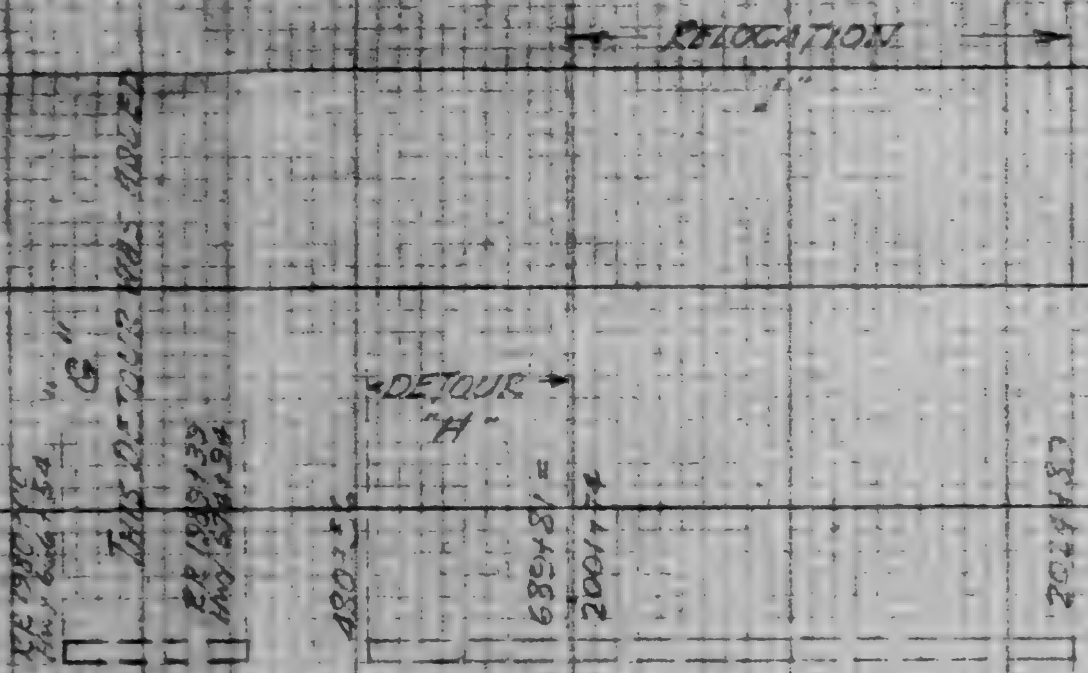

76+00
"B"
DETOUR
43+92
330+00
344+00
"C"
DETOUR
Oil 7
No work du
in 1952
"D"
DETOUR
359+85


C
DETOUR
214+0?
C/L 7
482+00
491+00
E
DETOUR
C/L 7
No work done by
State's Contractor
in 1950.
D
DETOUR
359+85
(HALLS READY
IN JUNE)


482+00
CL 3
DETOUR
E
491+00
522+00
CL 4
561+00
CL 4
565+00
CL 4
DETOUR
F



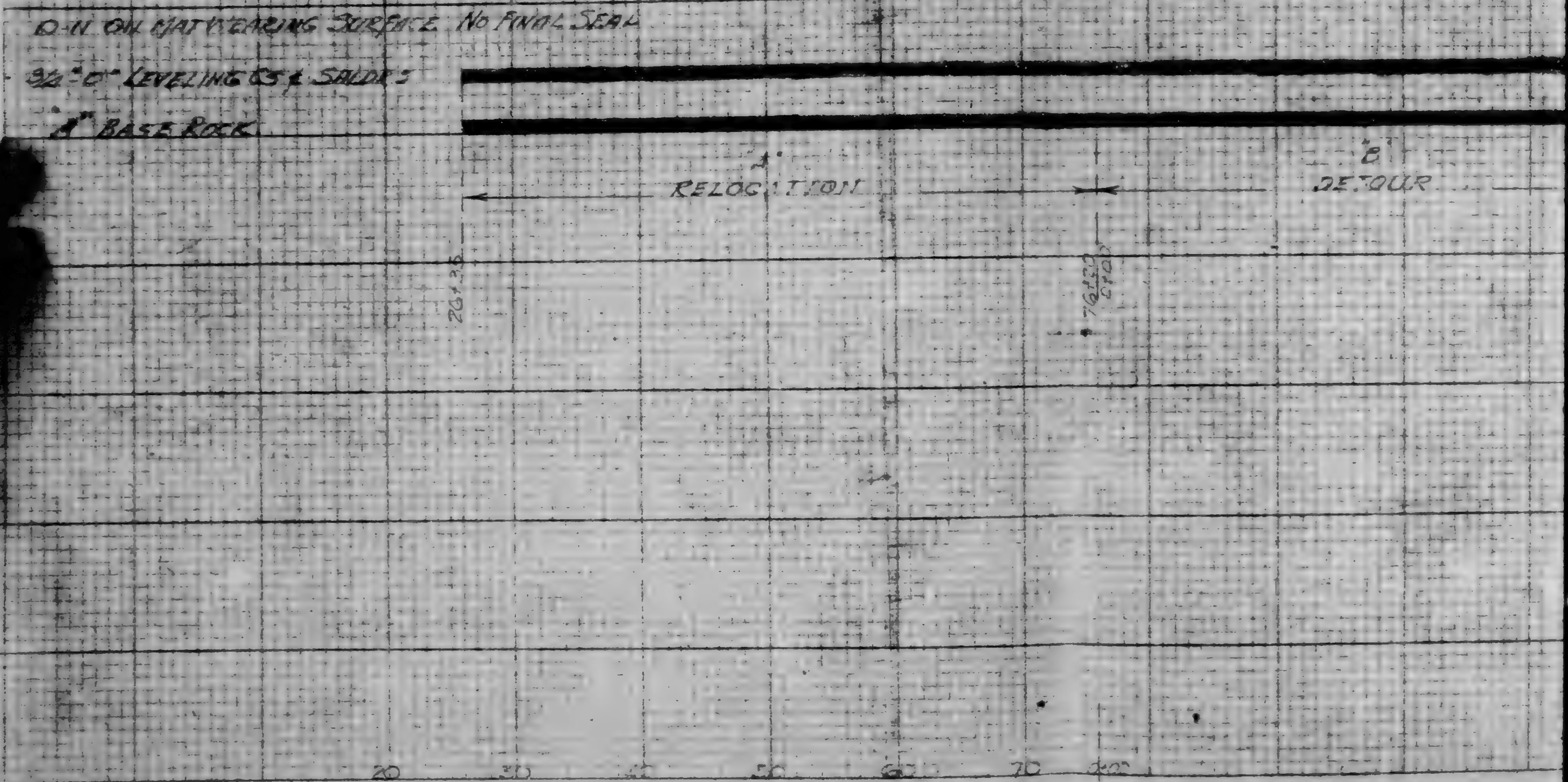
619+16
This section can be used, but
will be under heavy hauling.
CE 1980+70
Hwy 664+54
"G"
THIS DETOUR WAS USED
R.R. 1983+33
Hwy 674+34
480+56
DETOUR
"H"
685+81 =
2001+74
Not started, let contract
contract not given us
by U.S.E.D.
Will have to
there will be
Would sugge


RELOCATION
"I"
"G"
THIS DETOUR WAS OILED
ER 1980+00
Hwy 646+54
ER 1989+39
Hwy 674+94
DETOUR
"H"
480+56
689+81 =
2001+74
2024+83

Not started; let contract
contract not given us
by U.S.E.D.

Will have to oil since tanks are
there will be much heavy hauling.
Would suggest it not be oiled.

Meridian Dam Section


D-11 ON MAT BEARING SURFACE NO FINAL SEAL
3/4"-0" LEVELING CS & SALDRS
4" BASE ROCK
A
RELOCATION
B
DETOUR
26+35
76+20
0+00
20
30
40
50
60
70
80

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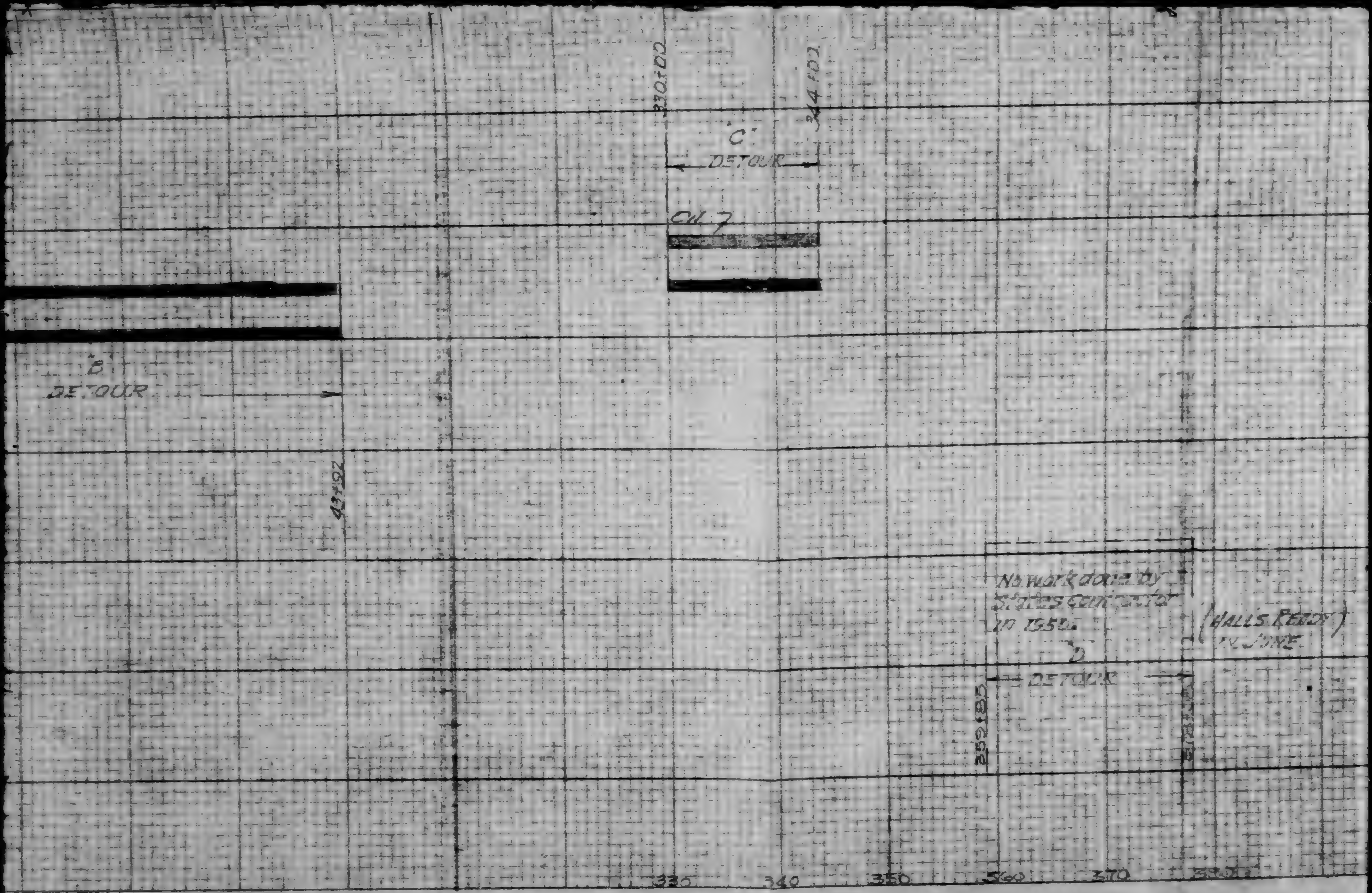
ON 100% RAG PAPER MADE IN U.S.A.

"PERFECT" CROSS
10 X 10 = ONE I
EUGENE DIETZG


"B"
DETOUR
43+92
330+00
"C"
DETOUR
344+00
CU. 7
No work done by
States contractor
in 1950.
"D"
DETOUR
359+85
(HALLS FERRY)
IN JUNE
330
340
350
360
370
380

"PERFECT" CROSS SECTION
10 X 10 = ONE INCH
EUGENE DIETZGEN CO.

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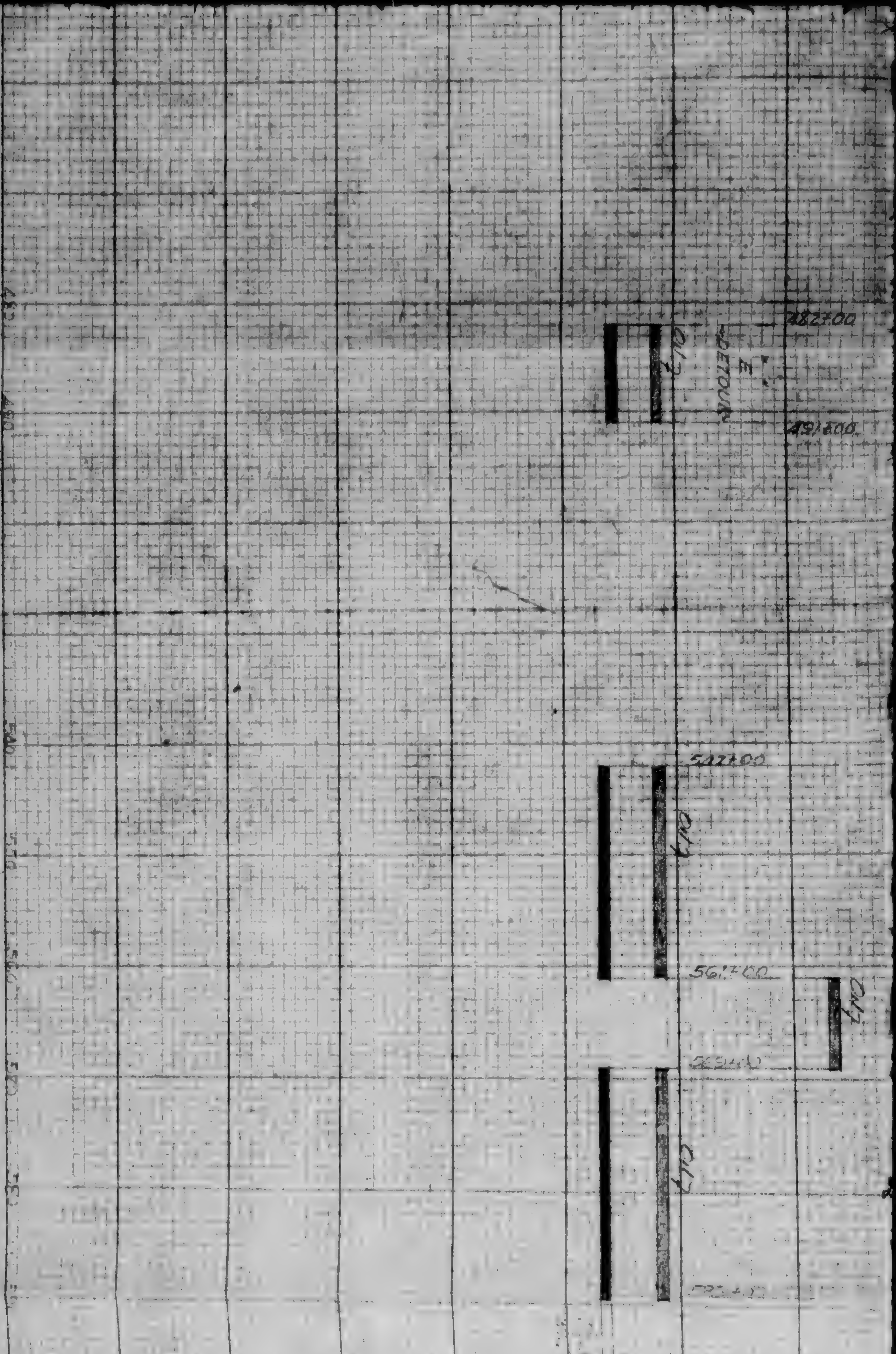
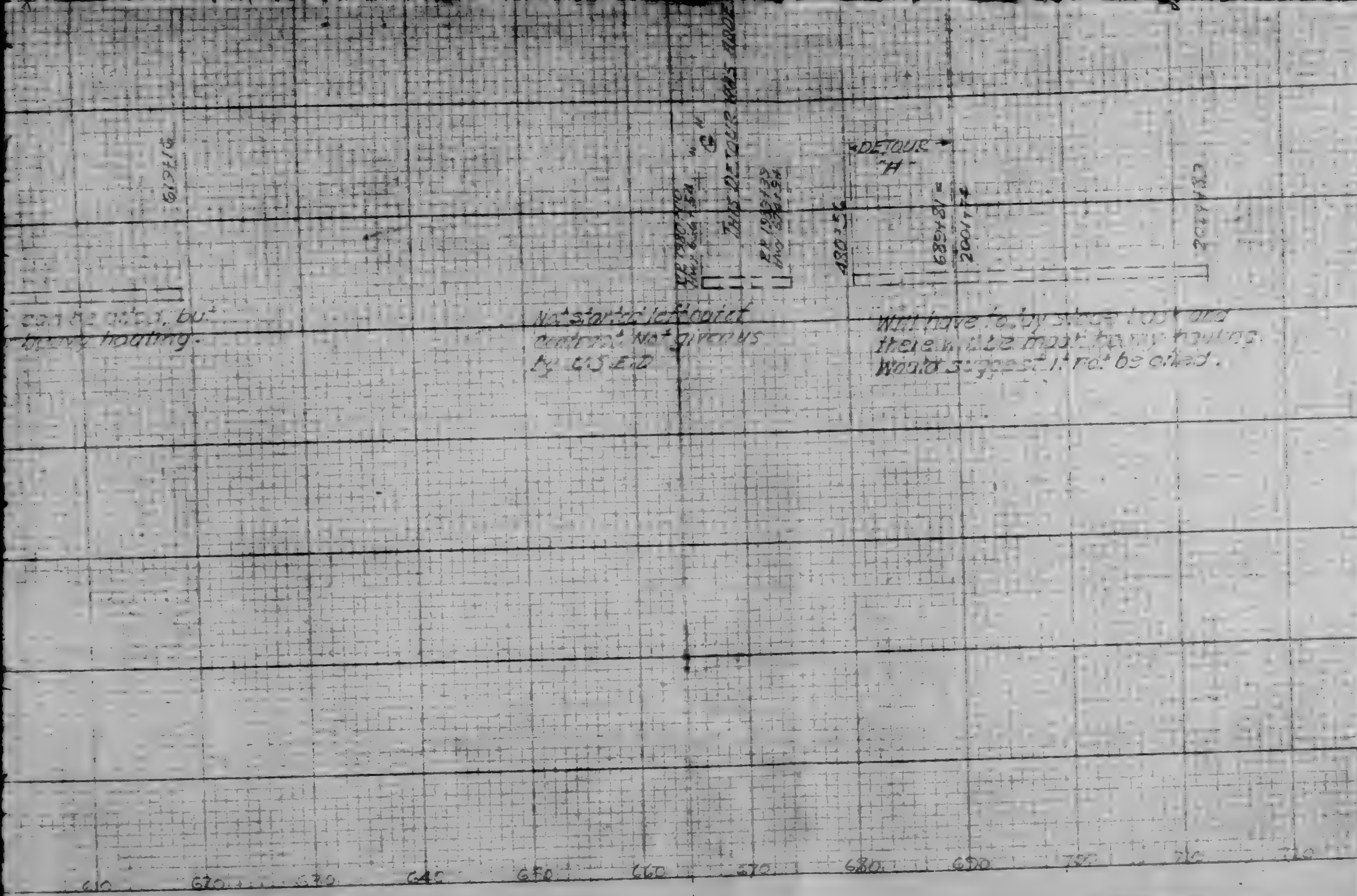
ON 100% RAG PAPER MADE IN U.S.A.



"PERFECT" CROSS SECTION
10 X 10 = ONE INCH
EUGENE DIETZGEN CO.


613+16
EP 1980+70
Hwy 666+54
"G"
THIS DETOUR WAS ABOVE
EP 1993+39
Hwy 679+34
480+56
DETOUR
"H"
685+81 =
2001+74
2017+83
610
620
630
640
650
660
670
680
690
700
710
720

can be oiled, but
heavy hauling.

Not started left point
control. Not given us
by U.S.E.D.

Will have to by pass [illegible] and
there will be most heavy hauling.
Would suggest it not be oiled.

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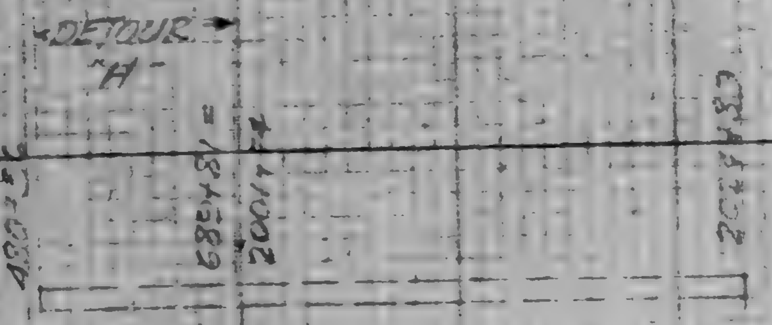
"PERFECT" CROSS SECTION
10 X 10 = ONE INCH
EUGENE DIETZGEN CO.


DETOUR
"H"
480+56
685+81 =
2001+74
2027+83

Will have fairly steep back and
there will be much heavy hauling.
Would suggest it not be oiled.

680 690 700 710 720 730

"PERFECT" CROSS SECTION
10 X 10 = ONE INCH
EUGENE DIETZGEN CO.

RECEIVED

20-1065

3567

August 7, 1950

Roy L. Houck & Son
1585 N. 20th Street
Salem, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3367, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Oil Mat Surfacing on the Meridian Dam Detours Section of the Willamette Highway in Lane County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

RECEIVED
JUL 1 [illegible] 1950
FOR FILING

20-1065

3367

July 12, 1950

Roy L. Houck & Son
1585 North 20th Street
Salem, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you Contract No. 3367 for intermittent surfacing and oiling on the Meridian Dam Detours Section of the Willamette Highway in Lane County. This award was based on your low bid of $68,549.00, using asphalt, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

915-1754 Eagle Point Section of the 1950
Willamette Highway about 24
miles SE of Eugene

#3366

RECEIVED
NOV 15 1950
FOR FILING

315-1704

3366

OREGON STATE HIGHWAY COMMISSION
(date)
November 10, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3366	3-final	Valley Concrete Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18443	R3688	$ 500.00	11/10/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: None required

Completion Date: Sep. 23, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-13-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

[illegible] ON CARD

Warrant Mailed: NOV 13 1950
A. A. Wicklander

RECEIVED
FOR FILING

315-1704

3366

October 17, 1950

General Casualty Co. of America
John Pfaff, Agent
148 C Street
Independence, Oregon

Dear Sir:

Please be advised that State Highway Contract No. 3366, for paving on the Eagle Point (W.Main St.) City Street Section in Jackson County, has been completed by the contractor, Valley Concrete Company, and that final payment in the amount of $500 will be made on or after October 27, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $13,424.17, and that no force account work was performed on the project. This contract was completed on September 23 and accepted by the Commission on September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

[illegible]

RECEIVED
[illegible] 1 1950
FOR FILING

315-1104

3366

October 13, 1950

General Casualty Company of America
John Pfaff, Agent
148 C Street
Independence, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Valley Concrete Company, on contract No. 3366 covering paving of city street in Eagle Point (W. Main St.) in Jackson County. This payment, in the amount of $10,650.55 will be made on or after October 23, 1950. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FR

cc - General Casualty Company of America
General Insurance Bldg.
Seattle 5, Washington

11-13-0038

October 4, 1950

Mr. Sam F. Coy
City Recorder
Eagle Point, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Contract No. 3366 with Valley Concrete Co. for paving on the West Main Street section in the City of Eagle Point was completed September 23, 1950, and accepted by the Highway Commission on September 28, 1950.

Under the terms of the agreement dated July 11, 1950, between the Highway Commission and the City of Eagle Point, the maintenance of and continued jurisdiction over the above city street will be assumed by the City as of the date of completion, September 23, 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 30th., 1950

Section Eagle Point (West main Street)

Kind of work Paving

Highway City Street

Section prefix 315-1704

Contractor Valley Concrete Company

Contract number 3366

Date of contract July 11th., 1950

Date of completion September 30th., 1950

Date work started September 5th., 1950

~~Estimated~~ date of completion Sept. 23rd., 1950

Amount of contract . . . . $ 12,900.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 13,424.17

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 480.00, 3.72 %

Date project was completed Sept. 23rd., 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed the semi-final estimate for this project this week and mailed same to division office.

NOTED
E. M.

Signed A. L. Chapman

Address P. O. Box 306 Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B. A. MA

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.25
Miles partially completed					---
Miles completed					0.25
Total estimated quantities					1240
Estimated quantities moved or placed to date					1240
Average daily quantities , Past Week					---
Average daily quantities necessary to complete project on time					---
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Overcast		
Tuesday	Showers		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
CONSTRUCTION ENGINEER

State Printing Dept. 36842

RECEIVED
AUG 15 1950
FOR FILING

315-1704

3366

C
O
P
Y

August 7, 1950

Valley Concrete Company
Independence, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of each of the following contracts:

Contract No. 3358, which was awarded to you on July 10, 1950, by the State Highway Commission, covering Pavement Widening on the Ashland Undercrossing Section of the Pacific Highway in Jackson County.

Contract No. 3366, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Paving on City Street in Eagle Point (West Main St.) in Jackson County.

These copies are for your records and files.

An executed copy of each of the above contracts is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

RECEIVED
FOR FILING

[illegible]
[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 24, 1950

SUBJECT:

To: Mr. S. H. Probert
Office Engineer

Mr. K. D. Lytle
Division Engineer

L

Attached is an executed copy of an agreement with the City of Eagle Point covering the $[illegible],000 city allotment project in that city. Distribution of copies of this agreement is as follows:

Secretary, Highway Commission	1
City of Eagle Point	1
County & City Relations Dept.	1
Division No. 3	1
Office Engineer	

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

RHP:MM
Att.

cc: Mr. L. H. Warfield

NOTED
WARFIELD

J. W. CATTRALL

July 21, 1950

NOTED
J. W. CATTRALL

Mr. J. N. Clabby
Clabby & Lovejoy Engineering Service
P. O. Box 46
Medford, Oregon

Dear Sir:

Reference is made to your letter of July 17 to Mr. Ayers of this office re the Special City Project for the improvement of West Main Street in Eagle Point, Oregon State Highway Contract No. 3366.

Our Construction Department advises that you are correct in your assumption that our contractor will be required to reshape the existing base rock as per Article 30-9 of our Standard Specifications.

In regards to the required leveling course you will note that paragraph "h" on page 3 of the agreement between the City of Eagle Point and the Oregon State Highway Commission, dated July 11, 1950, provides that the City shall, among other things, place a base and leveling course prior to the proposed paving, without cost to State. According to your letter, this has not been done. In order not to violate the terms of our contract, it would appear that placing of this leveling course at this time could only be handled by means of a price agreement with our contractor. The City would then be required to reimburse the State for the total cost of this leveling course as covered by the price agreement.

Details of such an agreement would be handled by Mr. K. D. Lytle, Highway Department Division Engineer. We will write him and request that he, or his representative, contact you and work this matter out.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

cc: Mr. H. G. Smith
Mr. K. D. Lytle, Div. Eng., Roseburg
Mr. Fred M. Bruegger, Mayor, Eagle Point

JFH:MM

NE 7228
ST OFFICE BOX 406
ROOM 203, HOLLY BLDG.
MEDFORD, OREGON

TELEPHONE 195-J
POST OFFICE BOX 813
ROOM 5, WARRENS BLDG.
YREKA, CALIFORNIA

JAMES H. CLABBY
REGISTERED CIVIL ENGINEER
OREGON - CALIFORNIA - IDAHO - WASHINGTON

37

P. O. Box 406
Medford, Oregon
July 17, 1950

Mr. Harold C. Ayers
Assistant Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon

Subject:West Main Street Improvements
Eagle Point, Oregon

Dear Mr. Ayers:

Your recommendations on the following will be appreciated.

Our contract for grading and base material did not include an item for leveling course. This was purposely omitted as it was our understanding that the same would be placed by the State Highway Commission, as a part of the paving.

It is noted that your contract has also omitted the leveling course. However your provisions on page 5 "Preparation of Base" refers to Article 30-9 of the Standard Specifications which states that "where asphaltic concrete is to be placed on rock base, the rock base shall be shaped to proper grade and crown and then compacted by rolling, etc."

RECEIVED
JUL 18 1950
ENGINEER
COUNTY & CITY RELATIONS

The placing of base material was completed on June 15 and at that time it was shaped to the true section and compacted. However, the heavy traffic over this street has tended to dislocate some of the material to an extent which will require regrading. This brings up the following questions:

1-In view of the provisions of Article 30-9, it would seem that the paving contractor will be required to perform the necessary regrading. Is this correct?

2-Will the Town of Eagle Point be required to place the leveling course? It is evident that this cannot be done until the rock base is in shape to receive it. It is also evident that the leveling course should not be placed too far in advance of the paving as the traffic will tend to dislocate it.

Thanking you for this and past favors, I am

Yours very truly,

J. H. Clabby
J. H. Clabby

JHC:c

RECEIVED
JUL 20 1950
FOR FILING
315-1704

2366

July 18, 1950

Sam F. Coy, City Recorder
City Hall
Eagle Point, Oregon

Dear Sir:

We are enclosing, herewith, for the records and files of your City, a fully executed copy of an agreement between the State of Oregon, by and through its State Highway Commission, and the City of Eagle Point, covering improvement of city streets in connection with the $250,000 city allotment project.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

RECEIVED
JUL 1[illegible] 1950
FOR FILING

315-1704

3366

July 12, 1950

Valley Concrete Company
Foot of "C" Street
Independence, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you the contract for paving the Eagle Point Section, West Main Street in Eagle Point, Jackson County. This award was based on your low bid of $12,900.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

June 22, 1950

NOTED
J. W. CATTRALL

Mr. James H. Clabby
Clabby and Lovejoy Engineering Service
P. O. Box 406
Medford, Oregon

Dear Mr. Clabby:

Reference is made to your letter of June 19, 1950 regarding the grading and basing of West Main Street in Eagle Point.

Bids will be opened on the paving project in Eagle Point along with bids on other projects at the Highway Commission meeting July 10 and 11, 1950. The specifications call for the project to be completed before September 30, 1950.

I plan on being in Medford on June 29 and will have the specifications and plans, along with an agreement to be executed by the Mayor and Recorder of Eagle Point. I would greatly appreciate your notifying Mayor Bruegger of this so that he may be found on this above date.

Very truly yours,

John W. Cattrall
Engineer, County and City Relations

H.C.A.

By: H. C. Ayers
Field Engineer

HCA:MM

TELEPHONE 7229
POST OFFICE BOX 406
ROOM 203, HOLLY BLDG.
MEDFORD, OREGON

TELEPHONE 198-J
POST OFFICE BOX 613
ROOM 5, WARRENS BLDG.
YREKA, CALIFORNIA

JAMES H. CLABBY
REGISTERED CIVIL ENGINEER
OREGON - CALIFORNIA - IDAHO - WASHINGTON

P. O. Box 406
Medford, Oregon
June 19,1950

Mr. Harold C. Ayers
Assistant Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon

NOTED
J. W. CATTRALL

Dear Mr. Ayers:

The grading and base for West Main Street, in Eagle Point, is practically completed, and the curb and gutter should be completed within the next 10 or 15 days.

We will appreciate your engineers approval on the surfacing before the final estimate is paid to the contractor.

We were unable to salvage the material from the original road bed and the entire section has been built up with pit run gravel.

We will also appreciate your opinion as to when the State's portion of the work will be undertaken.

Yours very truly,

By:
J. H. Clabby
Clabby and Lovejoy Engineering Service

JHC:c

cc: Mr. Bruegger
cc: Mr. Merrill

RECEIVED
JUN 20 1950
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
JUN 20 1950
OREGON
STATE HIGHWAY COMMISSION

April 4, 1950

NOTED
J. W. CATTRALL

Mr. Sam F. Coy
City Recorder
Eagle Point, Oregon

Dear Sir:

The State Highway Commission at its March 20-21 meeting approved a project in the City of Eagle Point to be constructed from the $250,000 city allotment as provided by Chapter 149, Oregon Laws 1949.

Said project as approved provides for placing bituminous pavement on West Main Street from Little Butte Highway to North "G" Street. The city is to grade, place curbs, drainage, and base rock prior to state's performing any construction.

You will be contacted at a later date to work out details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

NOTED
Harold [illegible]

Eagle Point 11-17-49

In response to letter from Mr. F. Bruegger mayor of Eagle Point, Contacted him at Prospect. Told Mr. Bruegger we had at no time dictated what the city was required to Construct. Had suggested that the trees would no doubt raise the curbs & sidewalks, as in paving the street water could no longer reach the roots and they would come to surface and wreck the curbs, sidewalks and street.

As to the plans drawn by their engineer Clobby, we had nothing what ever to do with them except to give Mr. Clobby a copy of the State standard specifications, and no doubt Mr. Clobby had been trying to save them the expense of lowering the grade of street and thereby losing the compacted surface in center as he no doubt figured it would be better & cheaper to rebuild a small amount of sidewalk. As to the new grade and elevation of sidewalks and building entrances would rather they take these matters up with Mr. Clobby.

Also advised him their project had not been submitted to the Commission yet, as the city has no definite plans as to what they intend to do. But when they do make up their minds, to send us a letter and we would at that time try and work up a project for submission to the Commission

H. C. Cyer.

TOWN OF EAGLE POINT
EAGLE POINT, OREGON

November 8, 1949

Mr. Harold C. Ayers, Assistant Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Ayers:

Since you were here, we have been working on the program for the Hamilton Avenue improvement, but haven't yet arrived at the final method. I called a meeting of all property owners affected and told them what would be involved. They are all interested in the improvement but we havent agreed yet on the tree removal. Most of them want the trees removed but a few objected.

However if you are going to be in this vicinity in the next month or two I would like to see you as there are other questions I would like to ask. I would prefer that Mr. Clabby did not accompany you. Their are questions of street and sidewalk elevations, and also just exactly what you require in the way of a base. I believe that we can do the work ourselves at a much cheaper cost than by contracting. In fact from our experience on work we ha ve done during the past month, I believe we can cut Mr. Clabby's estimate by 40% at least.

If you are not going to be able to see me perhaps you could write and tell me what sort of base you want and how you want it built up. From talking with people who helped construct Hamilton Avenue, I find that there is a 24" rolled and watered base of crushed rock under the present surface for a width of 24'. Is it necessary to tear this all out or can it be used? Of course I understand that we will have to excavate and re-fill on each side of this strip with compacted material. Also Mr. Clabby has drawn plans having the sidewalk elevation about 6" higher than the present floors of the main business buildings. Surely there must be some way to adjust this. Also in some places their is good sidewalk which was put in to a previous grade established when the street was graded. I don't know who is wrong but it seems to me that things don't balance. If you can write or see me at your convenience we will then be able to formulate final plans.

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Very truly yours

Fred M Bruegger
mayor

RECEIVED
NOV 9 1949

See print [illegible]
#1742

Eagle Print 6-14-49

West Main St.

~~[illegible] Avenue~~

From Little Rock Highway to ~~First Street~~ N. "G" Street
Station 0+00 to 13+21.63

41 ft. wide 3" asphaltic Concrete
1322 lin. ft. 1-3456 sq ft

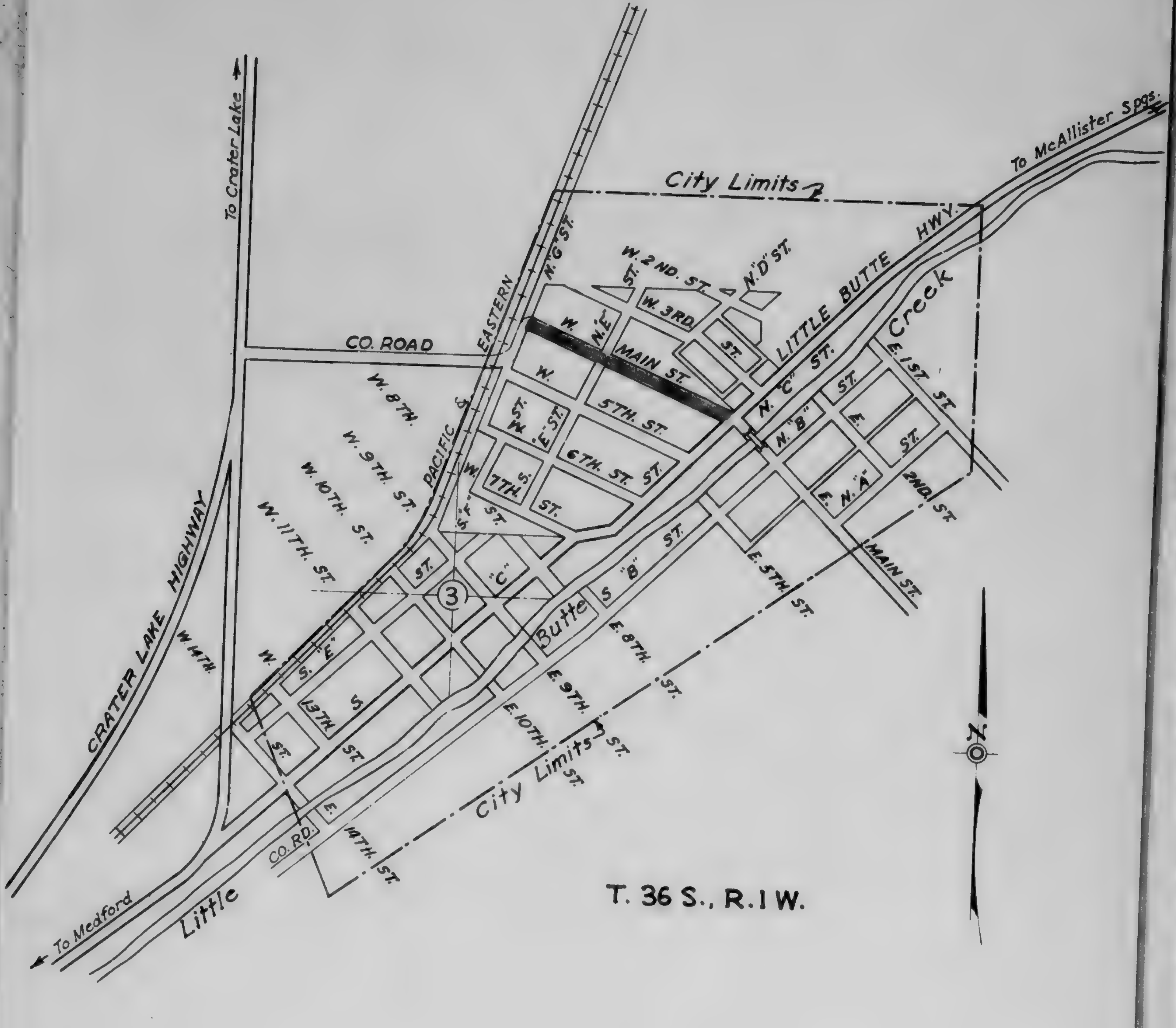
Type B asphalt paving	1300 tons	@ 10.00	$13000.
Prep. of base	0.25 mile	@ 1000.	250.
			13250.
Engr. & contingencies			1325
			14,575
Preliminary Eng.			200
	15,000		$14,775.00

Subject to completion of cities proposed construction. To place curbs, drainage, base rock and leveling course suitable to receive Class "B" asphalt pavement.

7-7-49

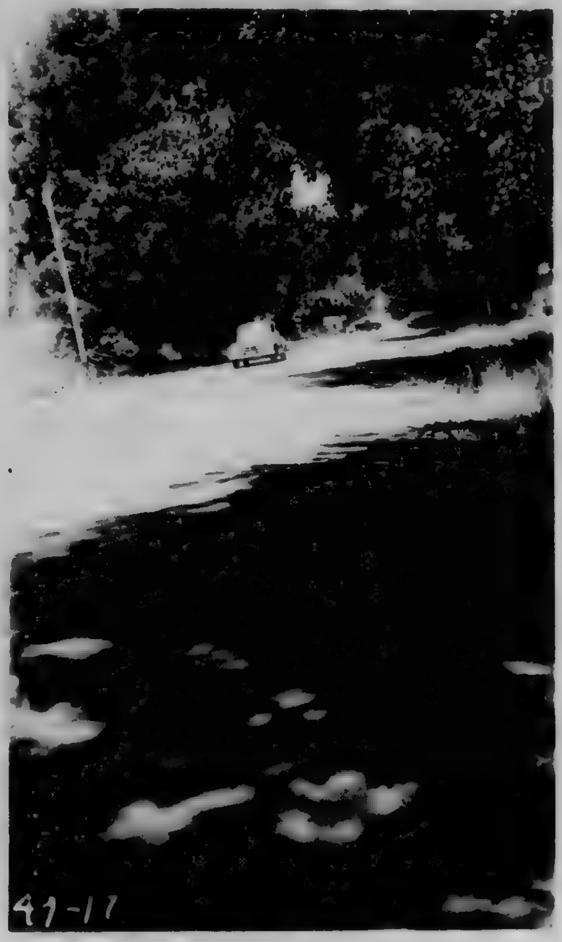
EAGLE POINT

Scale : 1" = 800'


To Crater Lake
To McAllister Spgs.
City Limits
CO. ROAD
PACIFIC & EASTERN
N. "G" ST.
W. 2 ND. ST.
N. "D" ST.
ST.
W. 3RD.
ST.
W. N. "E"
MAIN ST.
W.
LITTLE BUTTE HWY.
Creek
N. "C" ST.
E. 1ST. ST.
ST.
N. "B"
E.
ST.
E. N. "A"
2ND. ST.
MAIN ST.
W. 8TH.
W. 9TH. ST.
W. 10TH. ST.
W. 11TH. ST.
W. "E" ST.
5TH. ST.
6TH. ST.
ST.
W. 7TH.
S.
ST.
S. "F" ST.
ST.
"C"
③
S. "B" ST.
Butte
E. 5TH. ST.
E. 8TH. ST.
E. 9TH. ST.
E. 10TH. ST.
City Limits
W. 14TH.
W. "E" S.
13TH. S.
ST.
ST.
CRATER LAKE HIGHWAY
CO. RD.
E. 14TH. ST.
Little
To Medford
N

T. 36 S., R. 1 W.

Rev. 9-20-49



Eagle Point 6/7/[illegible]
Hamilton Avenue looking west from
Fire Hall

April 29, 1949

Mr. James H. Clabby
P.O. Box 406
Medford, Oregon

Dear Mr. Clabby:

Have received the prints of the plan, profile and cross sections for the proposed improvements on Hamilton Avenue in Eagle Point. I had not answered your letter before now as I was making a trip through Medford April 18 and endeavored to see you at that time, but found your office closed.

Upon examining the profile and cross sections, I see that it will not be feasible to retain the existing base in some cases. My suggestion as to retaining the present stabilized surface was in an endeavor to hold the contemplated construction cost as low as possible, commensurate with a satisfactory street section.

In view of the conditions shown by your cross sections and profile, I can only suggest that a design be made to obtain a grade line with adequate drainage which will be satisfactory to city and property owners.

I will be in your territory in the near future and will try to contact you at that time.

Sincerely,

John W. Cattrall
Acting Engineer,
County and City Relations

By: Harold C. Ayers
Field Engineer

HCA:[illegible]
cc: Mr. William Lang
Eagle Point, Oregon

TELEPHONE 7229
POST OFFICE BOX 406
ROOM 203, HOLLY BLDG.
MEDFORD, OREGON

TELEPHONE 198-J
POST OFFICE BOX 813
ROOM 8, WARRENS BLDG.
YREKA, CALIFORNIA

JAMES H. CLABBY
REGISTERED CIVIL ENGINEER
OREGON - CALIFORNIA - IDAHO - WASHINGTON

1 April 1949
Medford, Oregon

Mr. Harold C. Ayers, Assistant Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon

NOTED
FORREST COOPER

Dear Mr. Ayers:

I am sending you, under separate cover, prints of the plan, profile and cross sections for the proposed improvements on Hamilton Avenue in Eagle Point. Tentative grade lines and completed sections have been entered on the tracings in pencil and are legible on the prints. These have been so designed as to retain the maximum amount of the existing base.

However the results are not satisfactory especially between Stations 5 and 10. At Station 7 + 75 the floor line of the bank building is an elevation 1300.56 and the top of the existing pavement is an elevation of 1301.10.

I will greatly appreciate your recommendations on a logical section and grade line, and any other suggestions which you happen to think of.

I am sending extra prints in order that you may mark up a set and return it to me if you so desire.

With best regards.

Sincerely,

J. H. Clabby

JHC:c
cc:Mr. William Lang

NOTED
Harold C. Ayers

NOTED
JOHN W. CATTRALL

JOHN W. CATTRALL

RECEIVED
APR 4 1949
ENGINEER
COUNTY & CITY RELATIONS

Eagle Point 3-23-'49

Picked up Mr. J. A. Clabby, city engineer, and called on Mr. William Lang City Councilman, talked over cities proposed project.

The city desires to construct curbs & sidewalk on Hamilton avenue and pave the street full width, they asked if the state would pave the present pavement, and if the city would make all preparation include the paving of additional width if city would pay the added cost.

I advised them there was no assurance that the state would cooperate in a resurfacing job in Eagle Point but if conditions did not change believed we would be able to recommend a repair job for '50 construction year.

The city decided to go ahead with their proposed project as it was badly needed and take a chance that the state would help them pave next year.

Mr. Clabby agreed to try and make his plans on sidewalk & curbs conform to present grade of street to save, if at all possible, the completed center section. He will send us the proposed cross section & profile as soon as he completes it for our edification & approval.

H. C. A.
3-28-'49

[illegible]
[illegible] W. CATTRALL

Telephone 7229
Post Office Box 406
Room 203, Holly Bldg.
Medford, Oregon

JAMES H. CLABBY
Registered Civil Engineer
Oregon - California - Idaho - Washington

Telephone 195-J
Post Office Box 913
Room 5, Warrens Bldg.
Yreka, California

RECEIVED
MAR 1 1949
ENGINEER
COUNTY & CITY RELATIONS

NOTED
JOHN W. CATTRALL

NOTED
Harold

1 March 1949
Medford, Oregon

To the Honorable Mayor and City Council
Eagle Point, Oregon

Subject: Paving and Sidewalks
Hamilton Avenue

Gentlemen:

On February 18, 1949, I contacted Mr. Harold C. Ayers, Assistant Engineer, County and City Relations, Oregon State Highway Commission, at Salem, concerning the possibility of securing State Aid for the surfacing of Hamilton Avenue. Mr. Ayers advised me that all funds available for 1949 have been allocated to cities having definite and approved programs. Funds will not be available for Eagle Point until next year.

It is contemplated that, when funds are made available, the State will install a 24' paved section on Hamilton Avenue, consisting of a 10" compacted gravel base course, a 2" leveling course and a 3" asphalt surface.

The State law provides that after deducting refunds and certain collections and administrative expenses, the Cities shall be allotted 10 percent of the imposts on motor vehicles. Of the cities 10 percent, $250,000 is, each year, held in the State highway fund for expenditure, by the State Highway Commission, upon streets not a part of the State highway system which are receiving excessive wear through sudden increases in population in the area or through heavy and unusual industrial traffic.

These expenditures are restricted to cities of populations less than 5,000 and to a maximum of $15,000 to be allotted to any one city. The allottments may be supplemented by funds or work contributed by the cities.

The funds remaining after deducting the $250,000 mentioned above, are distributed to incorporated cities having functioning city governments in proportion to population. This amounted to $4.45 per capita for the year 1948.

The total funds apportioned to cities for the year 1948 were as follows:

Allocation for city streets	$ 250,000.00
Apportioned on basis of population	2,413,328.79
Total	$ 2,663,328.79

During the year 1948, applications for allottments from the $250,000 fund were filed by 56 cities and were granted to 28 cities. On this basis, it is evident that in order for Eagle Point to gain participation in the 1949 funds, a definite program should be worked out and the application filed with the State Highway Commission at an early date.

I have prepared two preliminary estimates for sidewalks, curbs and surfacing which may be undertaken by the city. These are indicated as Plan "A" and Plan "B" and are shown on the attached sketch. They include the following:

Plan "A"

(1) - 24' strip to be surfaced and paved by the State Highway Commission.

(2) - 10' strip on either side to be surfaced by the City. It is probable that this section will require a 7" base course with 3 inches of fine gravel surfacing. I have assumed that about 50 percent of the 7" base can be salvaged from the material now in place. This will require further study however.

(3) - 1'6" x 6" concrete gutter apron. The installation of this apron is optional. Its ommission will result in a saving of some $1,500.

(4) - 6" concrete curb.

(5) - 3' utility strip.

(6) - 13' x 4" concrete sidewalk. This width is about the standard for a business street.

Plan "B"

Same as Plan "A" with the ommission of the utility strip (Item No. 5 above) and the surfaced strip (Item No. 2 above) increased to 13' in width.

The cost of engineering is estimated at 7 percent which includes plans, specifications, inspection and layout work.

The above development will provide for frontage on 68 lots. The Assessor's records indicate a value of about $24,000 for this property.

Respectfully submitted,

J. H. Clabby

Eagle Point, Oregon

Preliminary Cost Estimate for Construction of Sidewalks, Curb and Gutters and Surfacing Hamilton Avenue between State Highway No. 236 and the Westerly line of Lot No. 4, Block No. 8 and Lot No. 33, Block No. 7, of the Central Addition, a total of 916 feet. This is exclusive of a 24 foot strip to be performed by the State Highway Commission.

Plan "A" (See attached cross section).

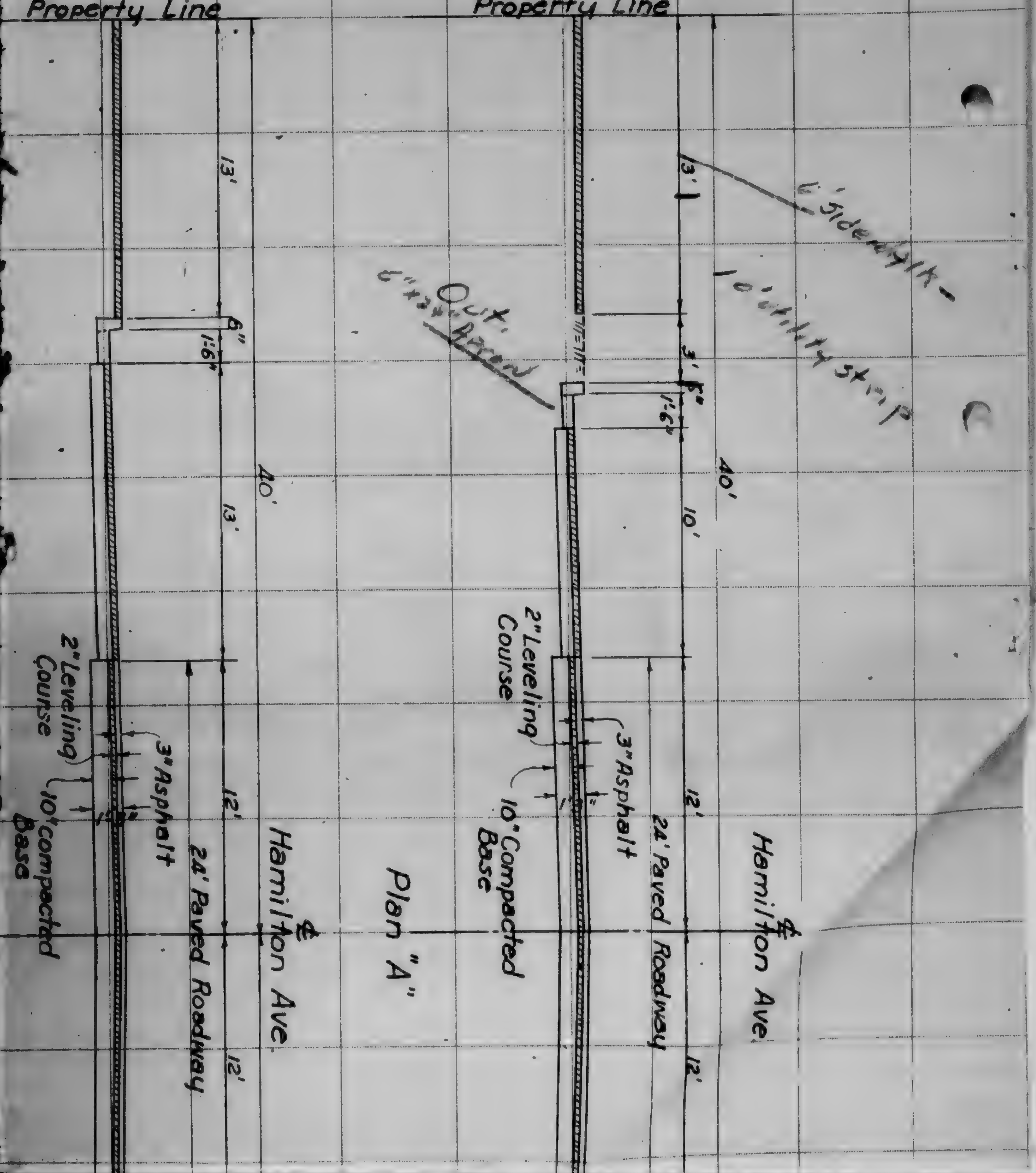
Item No.		Unit	No.of Units	Unit Cost	Amount
1	Tree removal				
2	Excavation common	Ea.	26	$15.00	$ 390.00
3	Scarify and stabilize 4" base	cu.yds	600	0.75	450.00
4	3" pit run gravel base course	sq.yds	2000	0.50	1,000.00
5	3" surfacing 1/4" minus	"	2000	0.40	800.00
6	4" concrete sidewalks ~~13' wide~~ 6'	"	2000	0.50	1,000.00
7	Curbs	sq.ft.	12000	0.30	3,600.00
*8	Gutter aprons — Out.	lin.ft.	1832	0.60	1,100.00
9	Engineering - plans, specifications,	"	1832	0.70	1,280.00
	layout and supervision $9,620 at 7%	job	1	675.00	
	Sub-total				675.00
	Contingencies 10%				$ 10,295.00
	Total estimated cost				1,030.00
					$ 11,325.00

* The total estimated cost can be reduced to $9,800.00 by elimination of the gutter aprons (Item No.8).

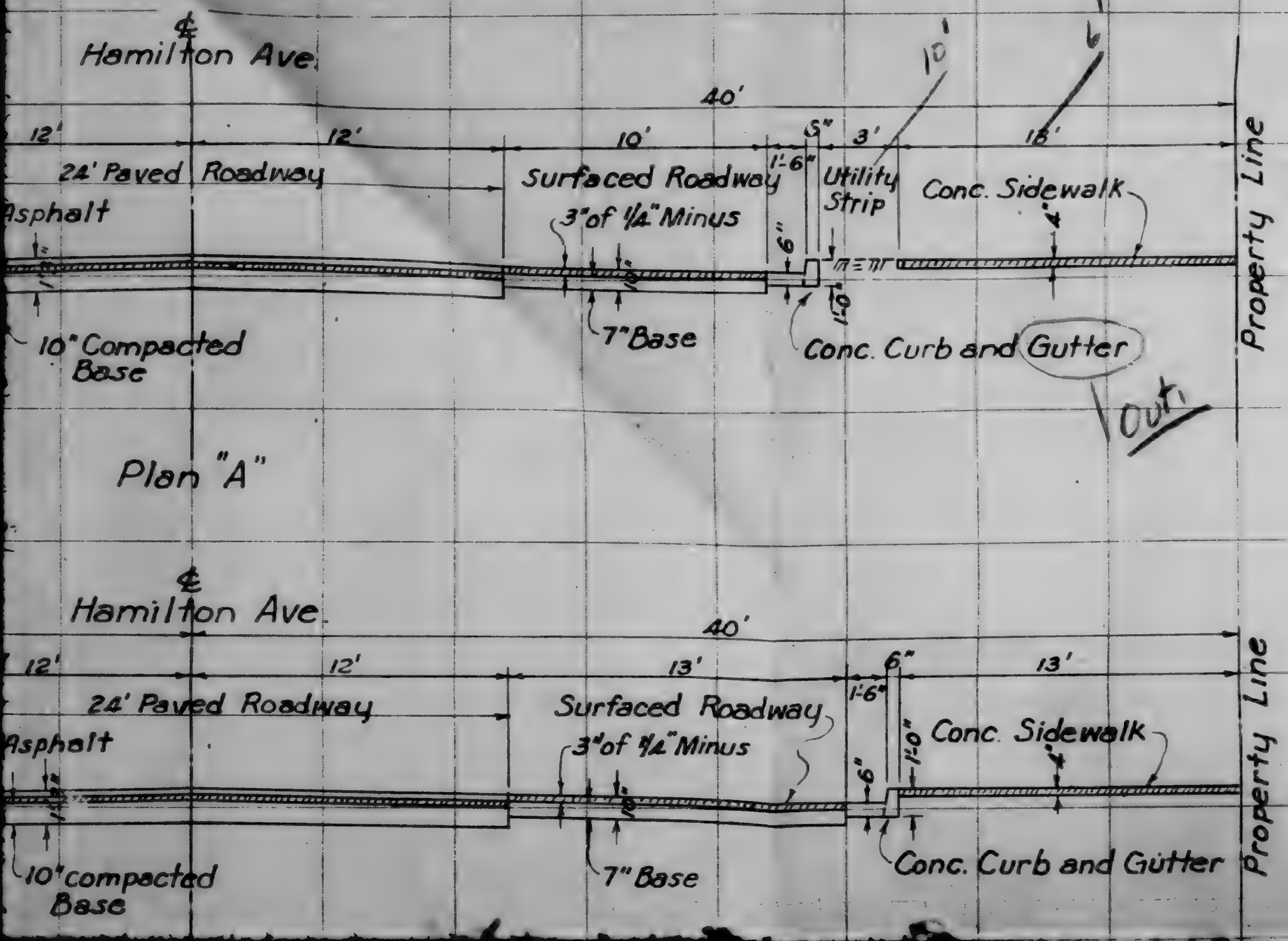
Plan "B" (See attached cross section).

Item No.		Unit	No.of Units	Unit Cost	Amount
1	Tree removal				
2	Excavation common	Ea.	26	$15.00	$ 390.00
3	Scarify and stablize 4" base	cu.yds	800	0.75	600.00
4	3" pit run gravel base course	sq.yds	3050	0.50	1,525.00
5	3" surfacing 1/4" minus	"	3050	0.40	1,220.00
6	4" concrete sidewalks 13' wide	"	3050	0.50	1,525.00
7	Curbs	sq.ft	12000	0.30	3,600.00
*8	Gutter aprons	lin.ft	1832	0.60	1,100.00
9	Engineering - plans, specifications,	"	1832	0.70	1,280.00
	layout and supervision at 7%	job	1		
	Sub-total				790.00
	Contingencies 10%				$ 12,030.00
	Total estimated cost				1,203.00
					$ 13,233.00

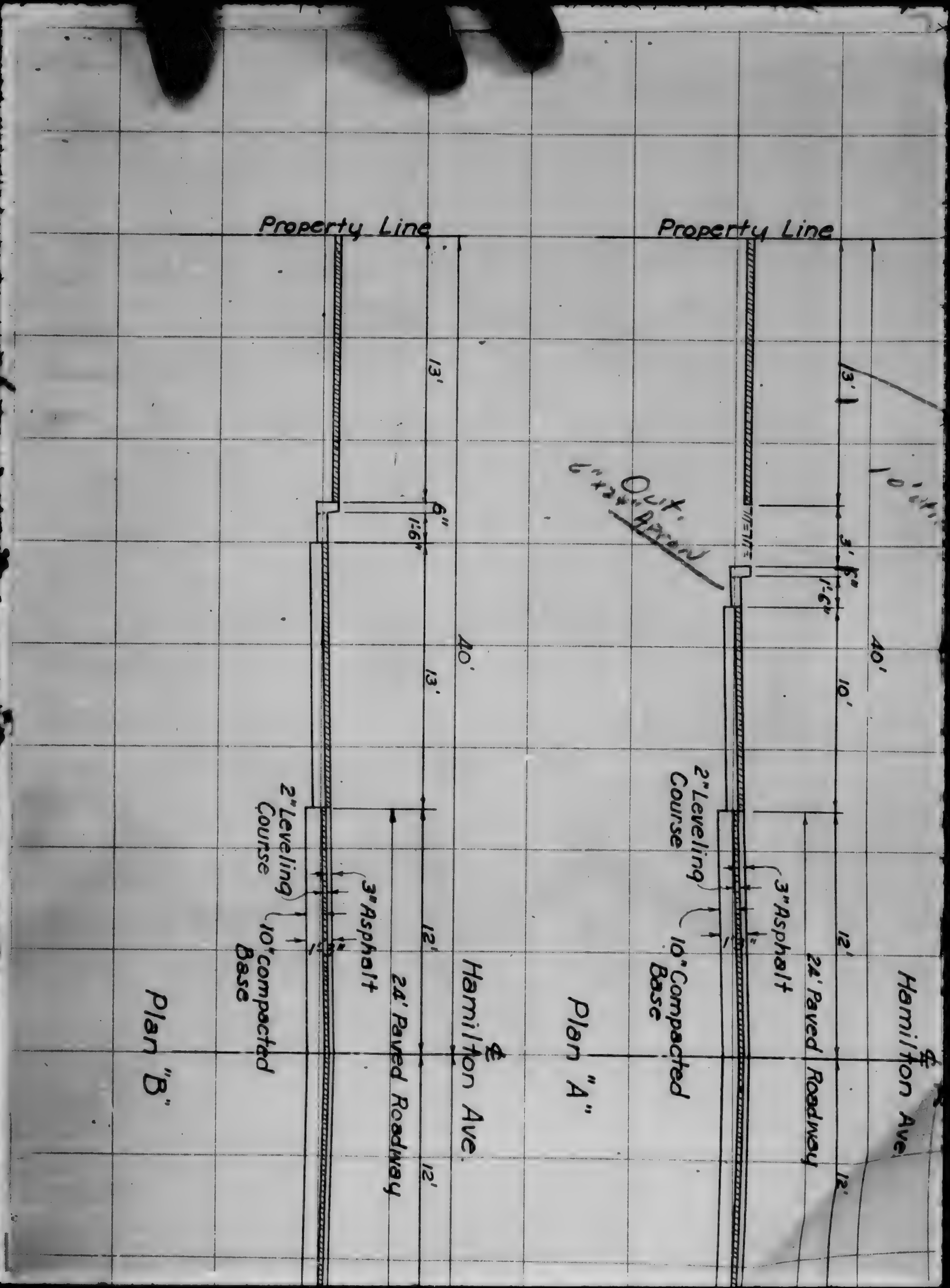
* The total estimated cost can be reduced to $11,700.00 by eliminating the gutter aprons (Item No. 8).

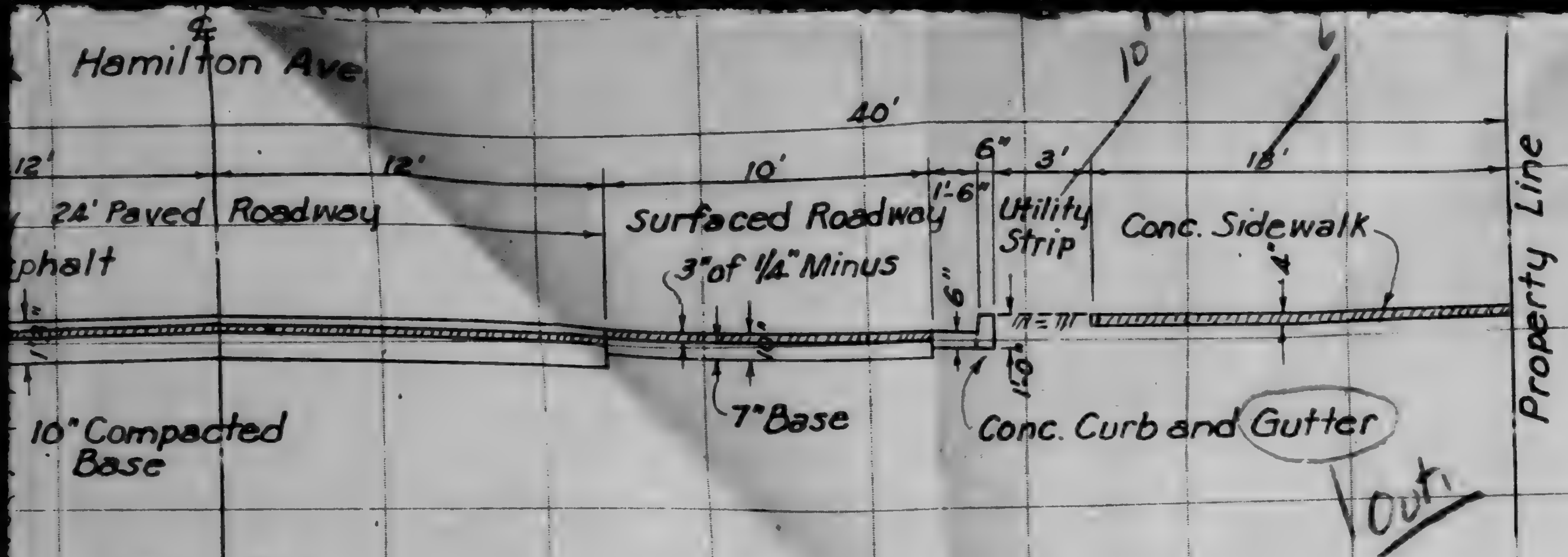


Property Line
13'
6"
1'6"
13'
40'
2" Leveling Course
3" Asphalt
10" compacted Base
12'
24' Paved Roadway
Hamilton Ave.
℄
12'
Plan "A"
Property Line
13'
3'
6"
1'6"
40'
10'
2" Leveling Course
3" Asphalt
10" Compacted Base
12'
24' Paved Roadway
Hamilton Ave.
℄
12'
6' sidewalk -
10' utility strip
Out.
6"x3" Apron

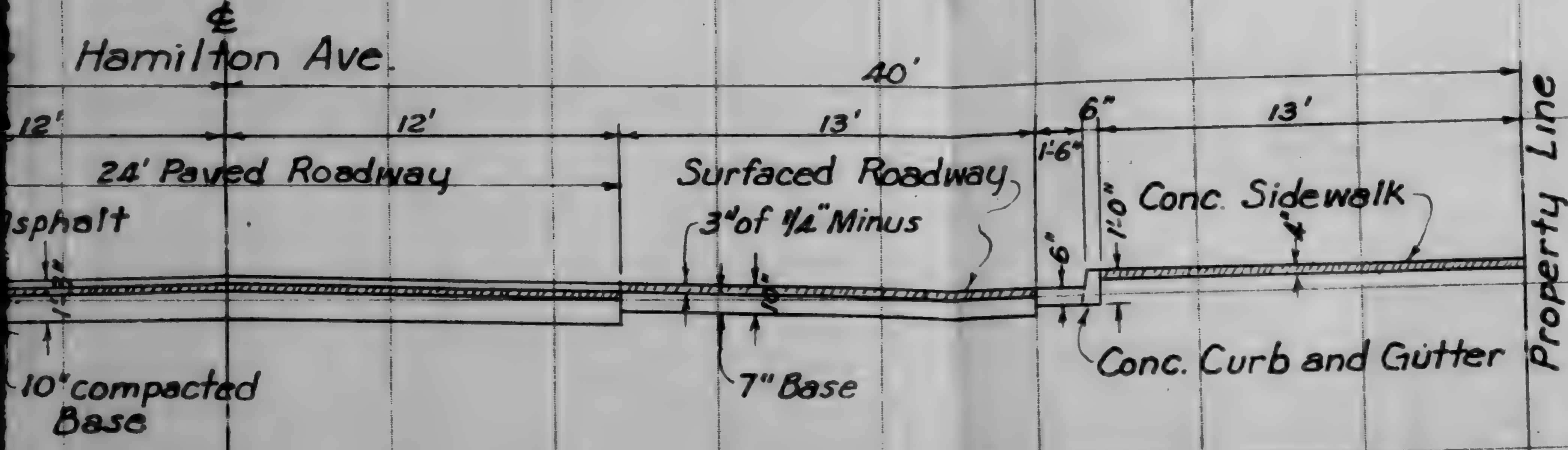


℄
Hamilton Ave.
40'
12'
12'
10'
5"
3'
18'
10'
6'
1'-6"
24' Paved Roadway
Surfaced Roadway
Utility Strip
Conc. Sidewalk
Asphalt
3" of 1/4" Minus
6"
4"
1½"
1'-0
10" Compacted Base
7" Base
Conc. Curb and Gutter
Out
Property Line
Plan "A"
℄
Hamilton Ave.
40'
12'
12'
13'
6"
13'
1'-6"
24' Paved Roadway
Surfaced Roadway
Conc. Sidewalk
Asphalt
3" of 1/4" Minus
6"
1'-0"
4"
10" compacted Base
7" Base
Conc. Curb and Gutter
Property Line


Property Line
Property Line
13'
6"
1'-6"
13'
40'
12'
12'
2" Leveling Course
3" Asphalt
10" compacted Base
1'-3"
24' Paved Roadway
℄ Hamilton Ave.
Plan "B"
13'
10'-0"
Out
6"x24" Apron
3'
6"
1'-6"
10'
40'
12'
12'
2" Leveling Course
3" Asphalt
10" Compacted Base
1'-3"
24' Paved Roadway
℄ Hamilton Ave.
Plan "A"


℄
Hamilton Ave.
40'
12'
12'
10'
6"
1'-6"
3'
18'
10
6
24' Paved Roadway
sphalt
Surfaced Roadway
3" of 1/4" Minus
Utility Strip
Conc. Sidewalk
4"
6"
1'-0"
10" Compacted Base
7" Base
Conc. Curb and Gutter
Out
Property Line

Plan "A"


℄
Hamilton Ave.
40'
12'
12'
13'
6"
1'-6"
13'
24' Paved Roadway
sphalt
Surfaced Roadway
3" of 1/4" Minus
1'-0"
Conc. Sidewalk
4"
6"
10" compacted Base
7" Base
Conc. Curb and Gutter
Property Line

Plan "B"

Scales – Horz. 1" = 5'
Vert. 1" = 5'

RESOLUTION

10-18-48

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Eagle Point is an incorporated city of the State of Oregon, and has a population of 471, as given by the latest official census, and

WHEREAS, the following streets of said city,

Hamilton Ave

____

____

____

____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: __________

______________Hamilton______________________________

____

____

____

____

____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Eagle Point does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 18 day of Oct, 1948

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - - -

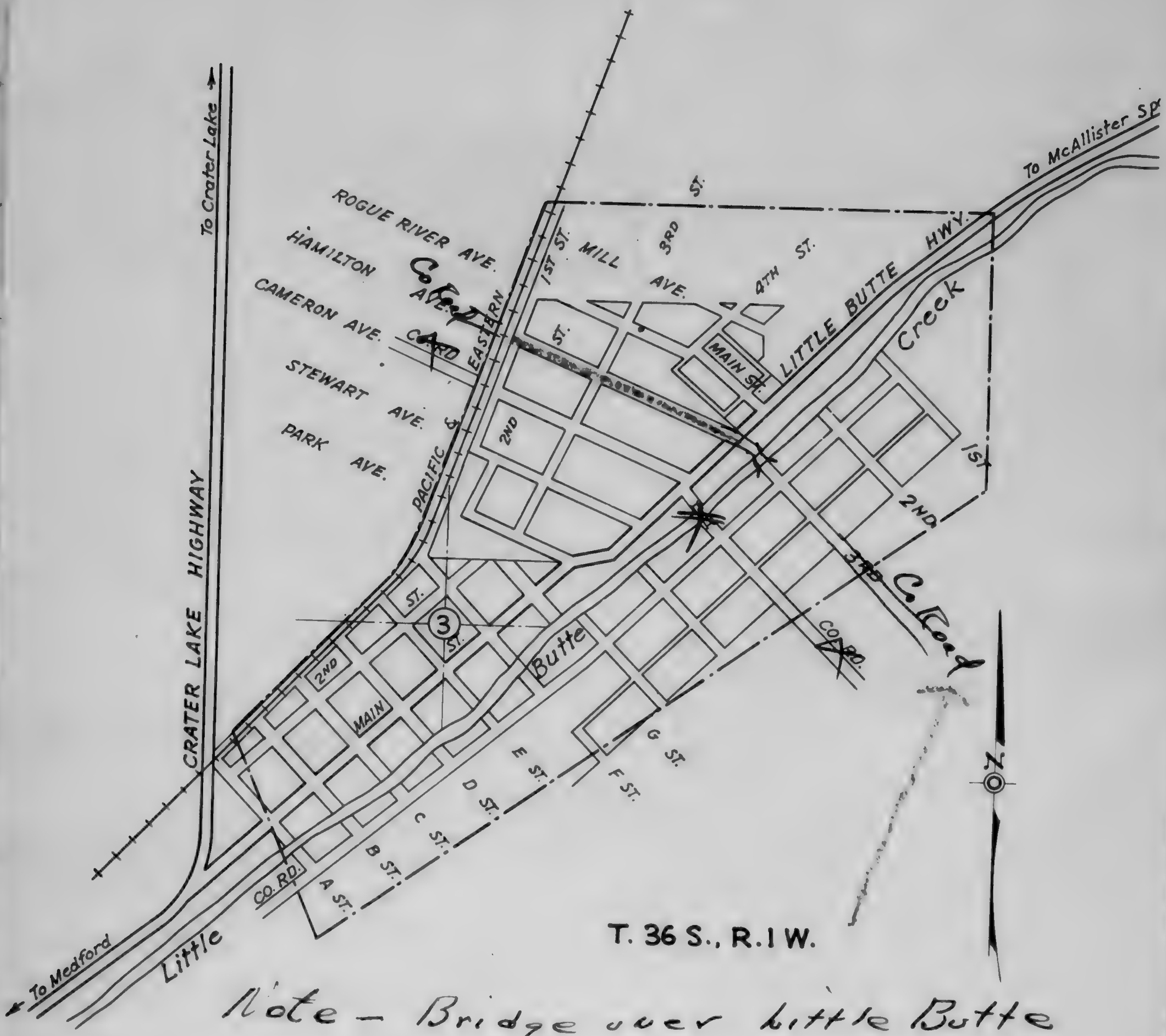
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Eagle Point at a ~~regular~~ or special meeting of said council, held on the 18 day of Oct, 1948 and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 18 day of Oct, 1948

Wm Lang Acting
City Recorder

EAGLE POINT

Scale : 1" = 800'

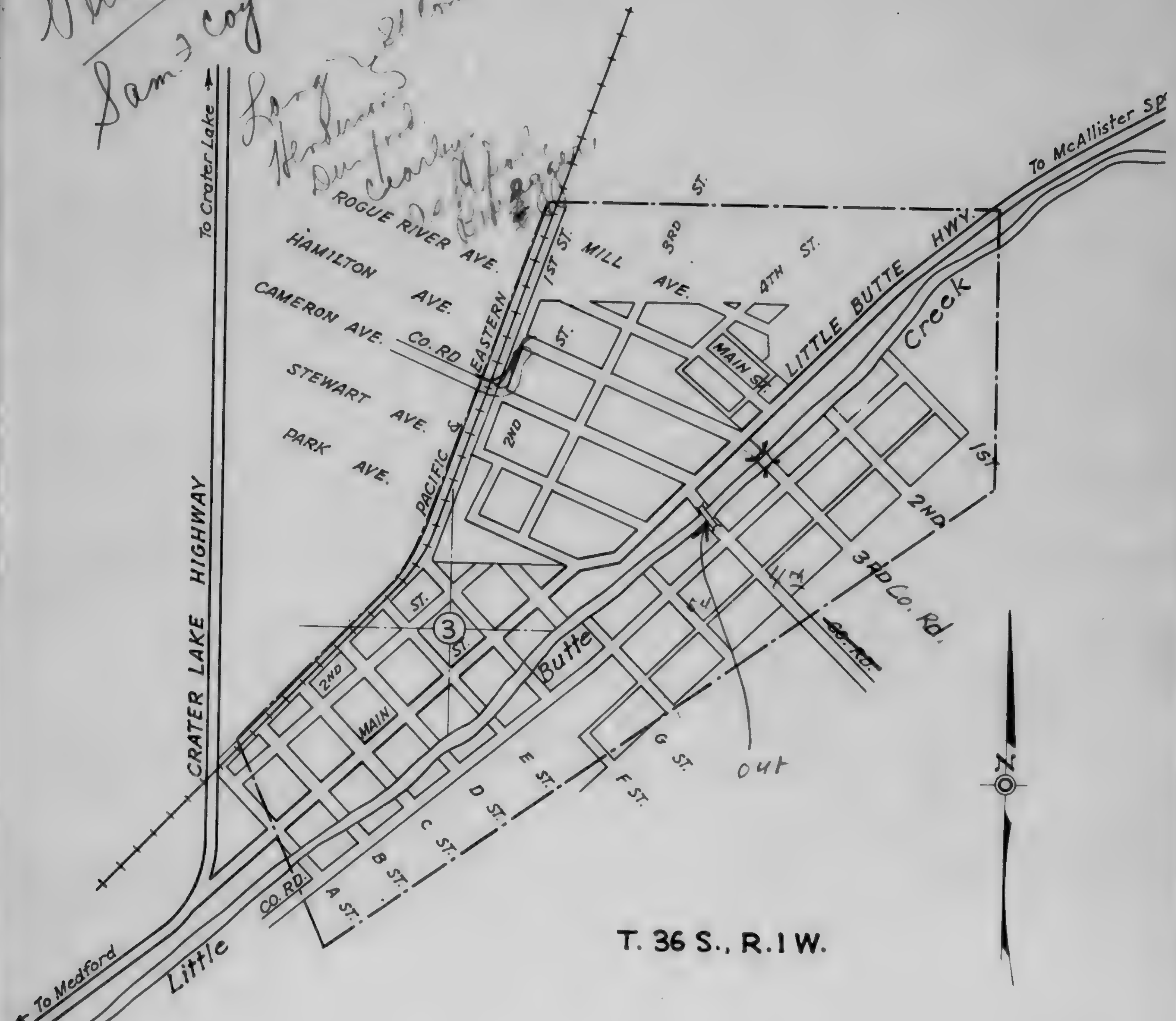

To Crater Lake
CRATER LAKE HIGHWAY
ROGUE RIVER AVE.
HAMILTON AVE.
CAMERON AVE.
STEWART AVE.
PARK AVE.
PACIFIC & EASTERN
Co Road
CO. RD.
1ST ST.
MILL AVE.
3RD ST.
4TH ST.
MAIN ST.
ST.
2ND
LITTLE BUTTE HWY.
To McAllister Sp
Creek
1ST
2ND
3RD
Co Road
CO. RD.
ST.
3
ST.
2ND
MAIN
Butte
G ST.
F ST.
E ST.
D ST.
C ST.
B ST.
A ST.
CO. RD.
Little
To Medford
N
T. 36 S., R. 1 W.

Note - Bridge over Little Butte Creek is on HAMILTON AVE AS shown on corrected MAP -

EAGLE POINT

Scale : 1"=800'

mayor
Victor Hay
Sam Coy - city Recorder
Long
Henderson
Dunford
Charley
[illegible]


To Crater Lake
CRATER LAKE HIGHWAY
ROGUE RIVER AVE.
HAMILTON AVE.
CAMERON AVE.
CO. RD
STEWART AVE.
PARK AVE.
PACIFIC & EASTERN
1ST ST.
MILL AVE.
3RD ST.
4TH ST.
ST.
MAIN ST.
2ND
LITTLE BUTTE HWY.
To McAllister Sp
Creek
1ST
2ND
3RD Co. Rd.
CO. RD.
4TH
ST.
3
ST.
2ND
MAIN
Butte
G ST.
out
F ST.
E ST.
D ST.
C ST.
B ST.
A ST.
CO. RD.
Little
To Medford
N

T. 36 S., R. 1 W.

October 14, 1948

Mr. Wm. F. Lang
P. O. Box 1088
Eagle Point, Oregon

Dear Sir:

Reference is made to your letter of October 9, 1948, addressed to Mr. C. H. Armstrong, with regard to your problem on Hamilton Avenue in Eagle Point.

It is probable that this street may be eligible for improvement under Section 2 of Chapter 425, Oregon Laws 1947, which provides $250,000 each year for expenditure by the State Highway Commission "upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic."

With this thought in mind, I am forwarding to you herewith three copies of a resolution, which I would suggest be filled in by the city and adopted by the city council. Also, please color the small city map attached to each resolution, showing the section of Hamilton Avenue which you desire be improved. After the resolution has been signed, two copies will be required by this Department, and one copy may be retained for the city's records.

Upon receipt of the resolution by this office, someone will call at Eagle Point and make an investigation of Hamilton Avenue.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Forrest Cooper
Engineer, County and City Relations

NOTED
J. F. HAGEMANN

NOTED

me
Encl.

[illegible]

NOTED
Harold [illegible]

October 9, 1948
P.O. Box 1088
Eagle Point, Oregon

Attention: Mr. C. H. Armstrong
State Highway Commission
Salem, Oregon.

Dear Sir:

Our City Council has asked me to write you regarding a problem we have on our main street in Eagle Point.

For several years we have been saving as much of the funds alloted by the State as possible in order to accumulate enough money to put our street in shape.

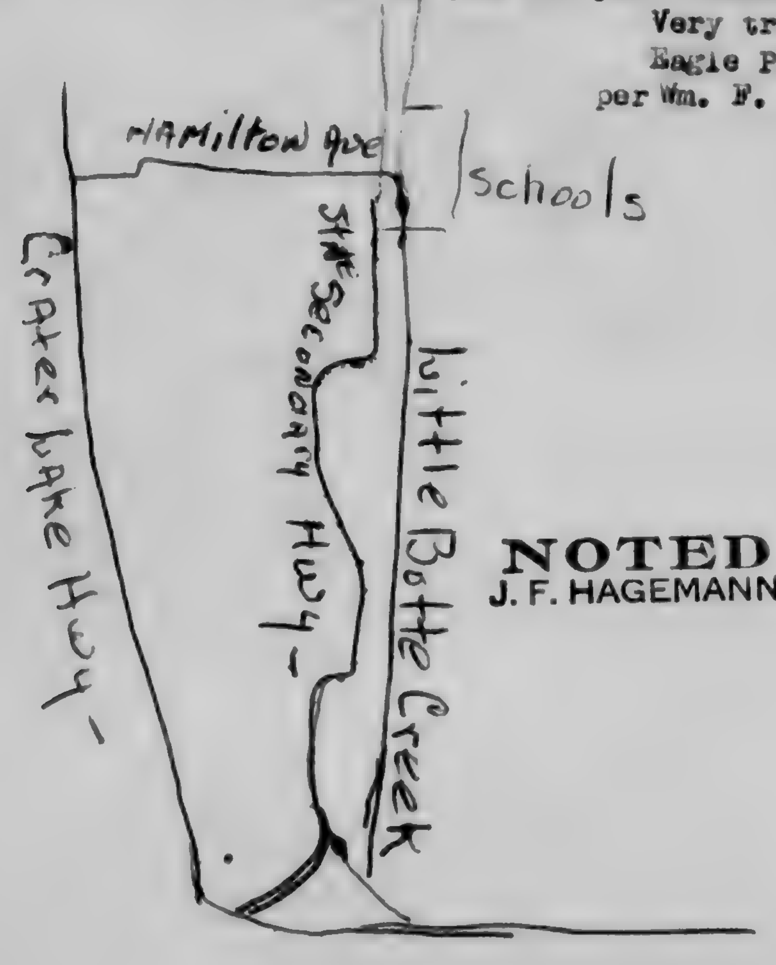
This week we awarded a contract to Scheffel and Gilman of Medford to install a permanent storm drain system on Hamilton Avenue, which is our main street. This project will take all of the money we have at present.

Hamilton Avenue is in terrible shape due to heavy traffic in the past two years. The trucks operated by Red Blanket Lumber Co., Chapman Lumber, Rogers Lumber and Putman Woods Lumber, have to use Hamilton Avenue to get logs and lumber to and from mills. In addition to this, the log trucks pulling down from operations on Little Butte Creek are using Hamilton Avenue to get to Crater Lake Highway because of sharp curves and the danger of striking school children on the State secondary highway which parallels Little Butte Creek. Since Hamilton Avenue was never constructed to handle traffic of this sort, it is rapidly becoming filled with holes and the pavement is giving way at edges. At the bottom of this page am submitting a rough sketch of route followed by trucks.

In view of the increasing traffic and the fact that we cannot do this work without help we are appealing to you in the hope that the State Highway Commission can investigate conditions here and advise us as to how we can remedy existing conditions.

Thanking you for your courtesy in the matter we remain,

Very truly yours,
Eagle Point City Council
per Wm. F. Lang

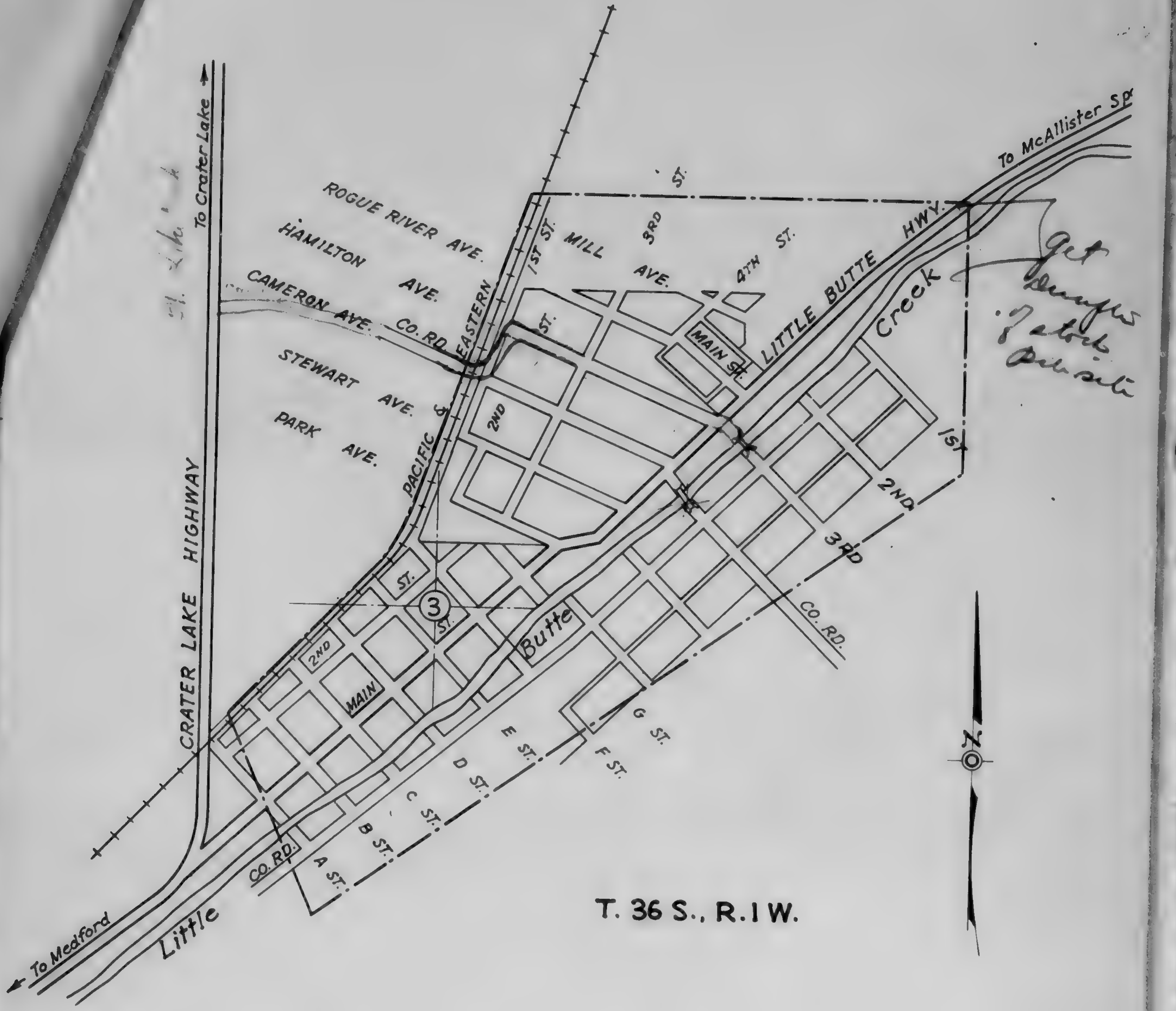


NOTED
J. F. HAGEMANN

RECEIVED
OCT 13 1948
ENGINEER
COUNTY [illegible] RELATIONS

EAGLE POINT

Scale: 1" = 800'


To Crater Lake
CRATER LAKE HIGHWAY
ROGUE RIVER AVE.
HAMILTON AVE.
CAMERON AVE.
CO. RD.
STEWART AVE.
PARK AVE.
PACIFIC & EASTERN
1ST ST.
MILL AVE.
3RD ST.
4TH ST.
ST.
2ND
MAIN ST.
LITTLE BUTTE HWY.
To McAllister Sp
Creek
1ST
2ND
3RD
CO. RD.
ST.
3
ST.
2ND
MAIN
Butte
G ST.
F ST.
E ST.
D ST.
C ST.
B ST.
A ST.
CO. RD.
Little
To Medford
N
Get Dempsey's Patrol [illegible]

T. 36 S., R. 1 W.

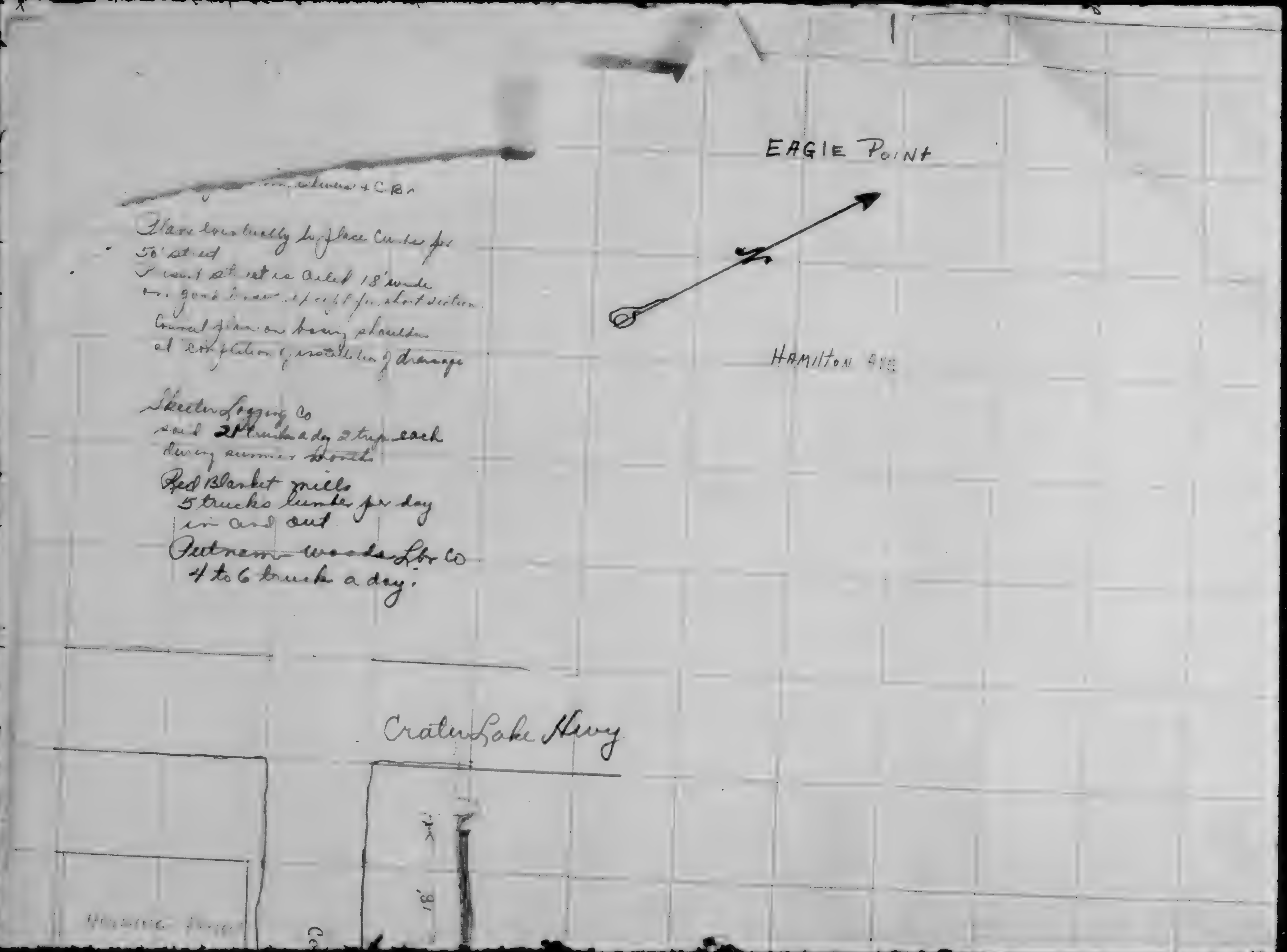
cut

? 50,000 - [illegible] - Putman Wood Lumber Co. - built new mill 2 years ago.
25,000 1 shift — are building addition increasing to 40,000

21 [illegible] a day during summer (Skeeter Logging Co.)

Henderson

120,000


EAGLE POINT
N
HAMILTON AVE
Crater Lake Hwy
18'

[illegible] + C.B.s

Plans were locally to place curbs for 50' street
Present street is about 18' wide
[illegible] except for short section.
Council plan on having shoulders at completion of installation of drainage

Skeeter Logging Co
said 24 trucks a day 2 trips each
during summer months

Red Blanket mills
5 trucks lumber per day
in and out

Putnam Woods Lbr Co
4 to 6 trucks a day.

EAGLE POINT
HAMILTON AVE
Hwy

Crushed rock - (Owens mix, Medford.)

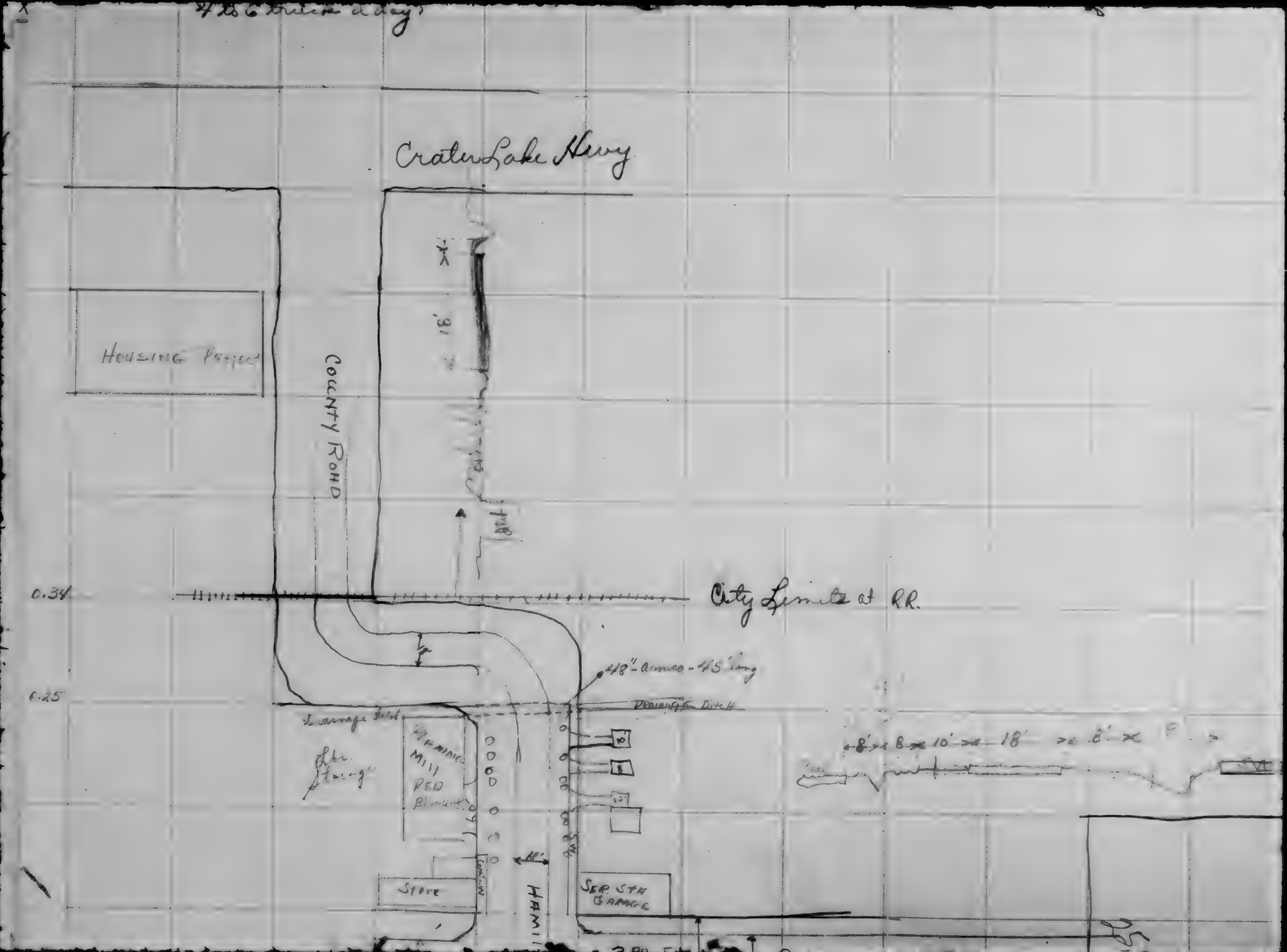
1/4" - 0
1/2" - 1/4"
3/4" - 1/2"
1 1/2 - 3/4
2" - 0

$1.95 f.o.b. Medford.
11 mile haul

asphaltic Concrete $12.00 in place

Base rock available in Little Butte Creek at intersection of Little Butte Highway & Crater Lake Highway 1 1/2 miles

Hamilton street is well based and


4 to 6 trains a day
Crater Lake Hwy
Housing Project
County Road
18'
18'
0.34
City Limits at RR.
0.25
48" Armco - 45' long
Drainage Ditch
Drainage field
Lbr. Storage
Planing Mill
Red Blanket
Store
Ser. Sta
Garage
Hami
10
8
12'
8' 8 10' 18' 8'

Crushed rock - (Orce mix, Medford.)

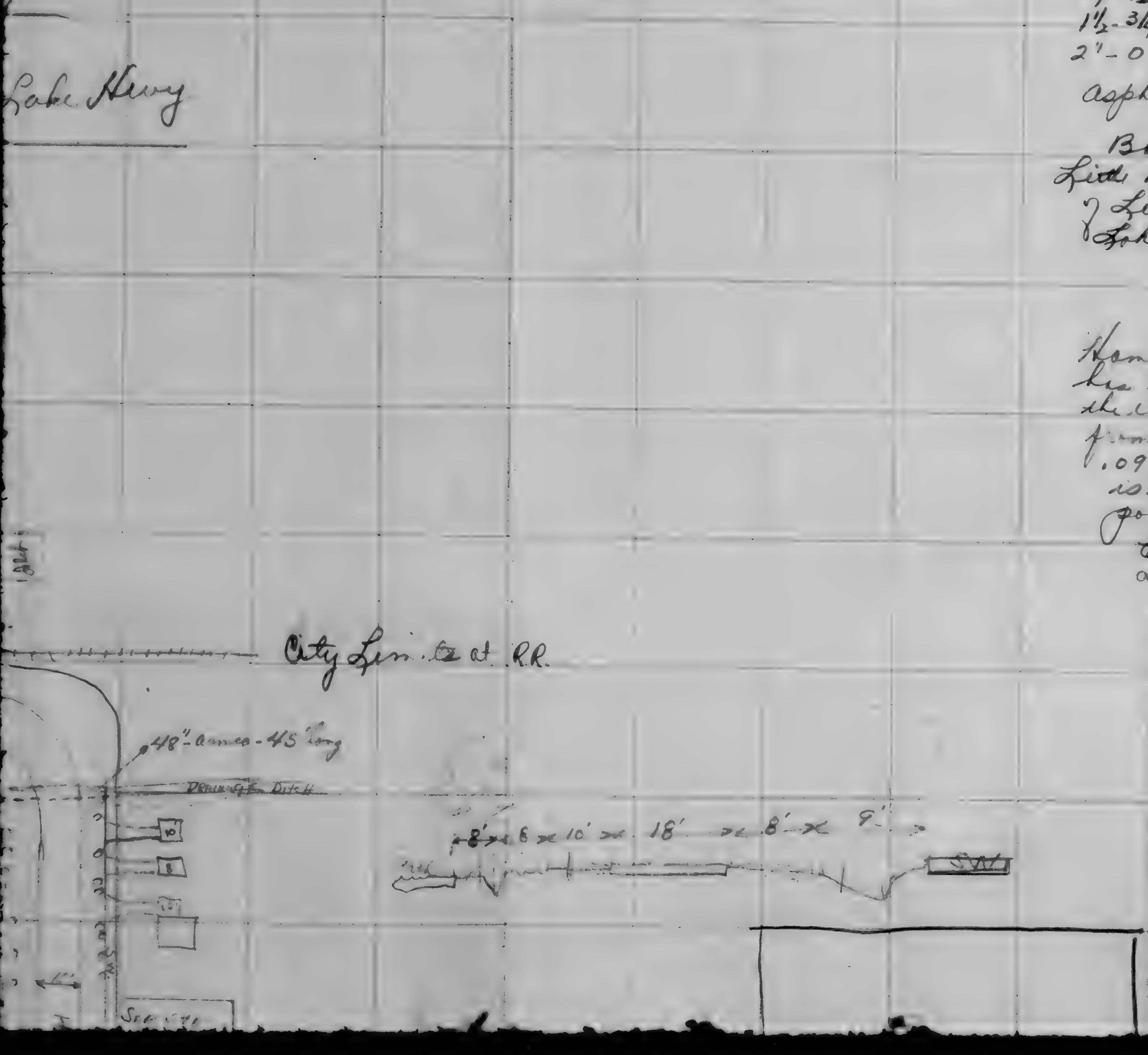
1/4" - 0
1/2" - 1/4"
3/4" - 1/2"
1 1/2 - 3/4
2" - 0
$1.95 fob Medford.
11 mile haul

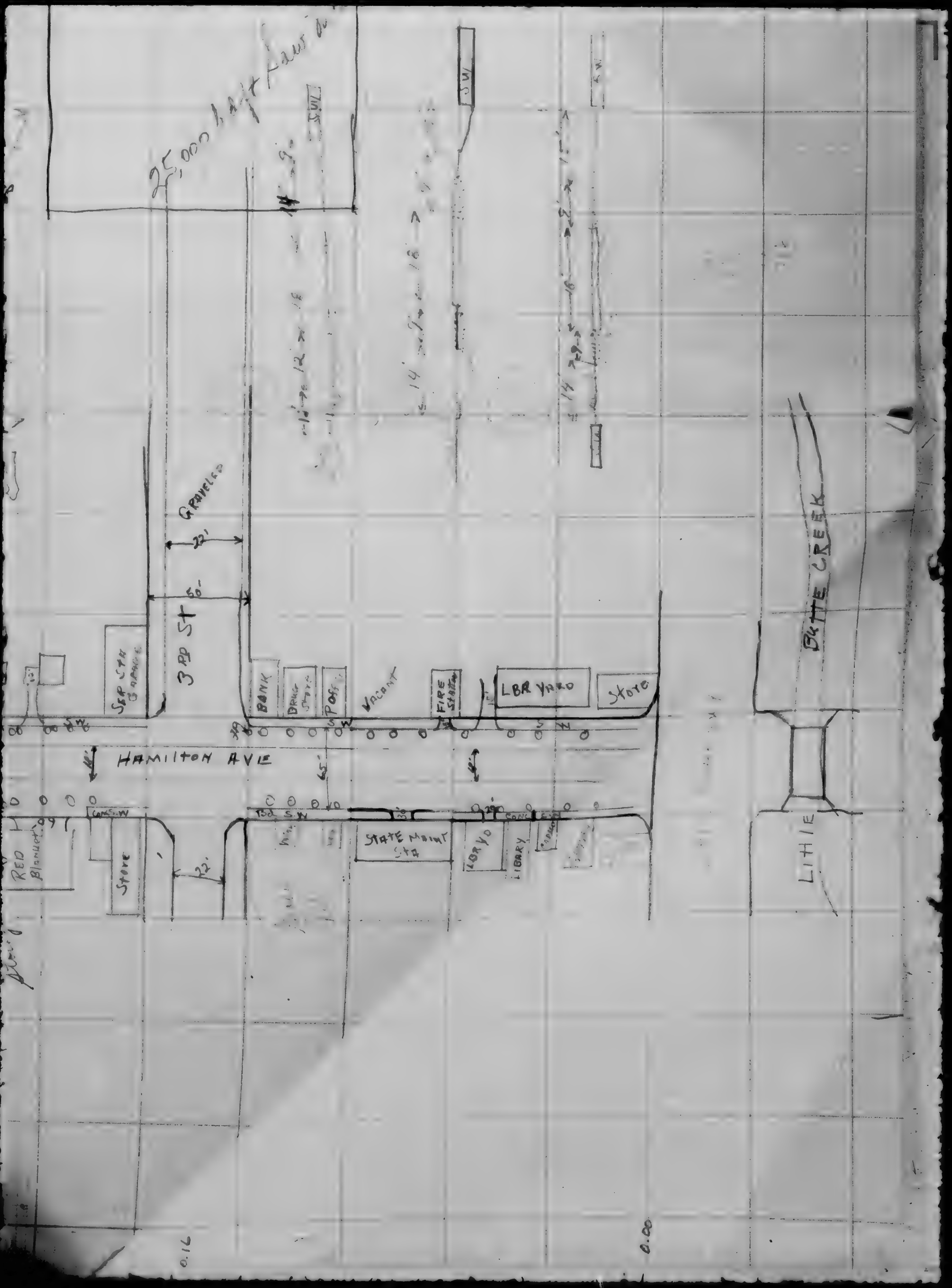
asphaltic Concrete $12.00 in place

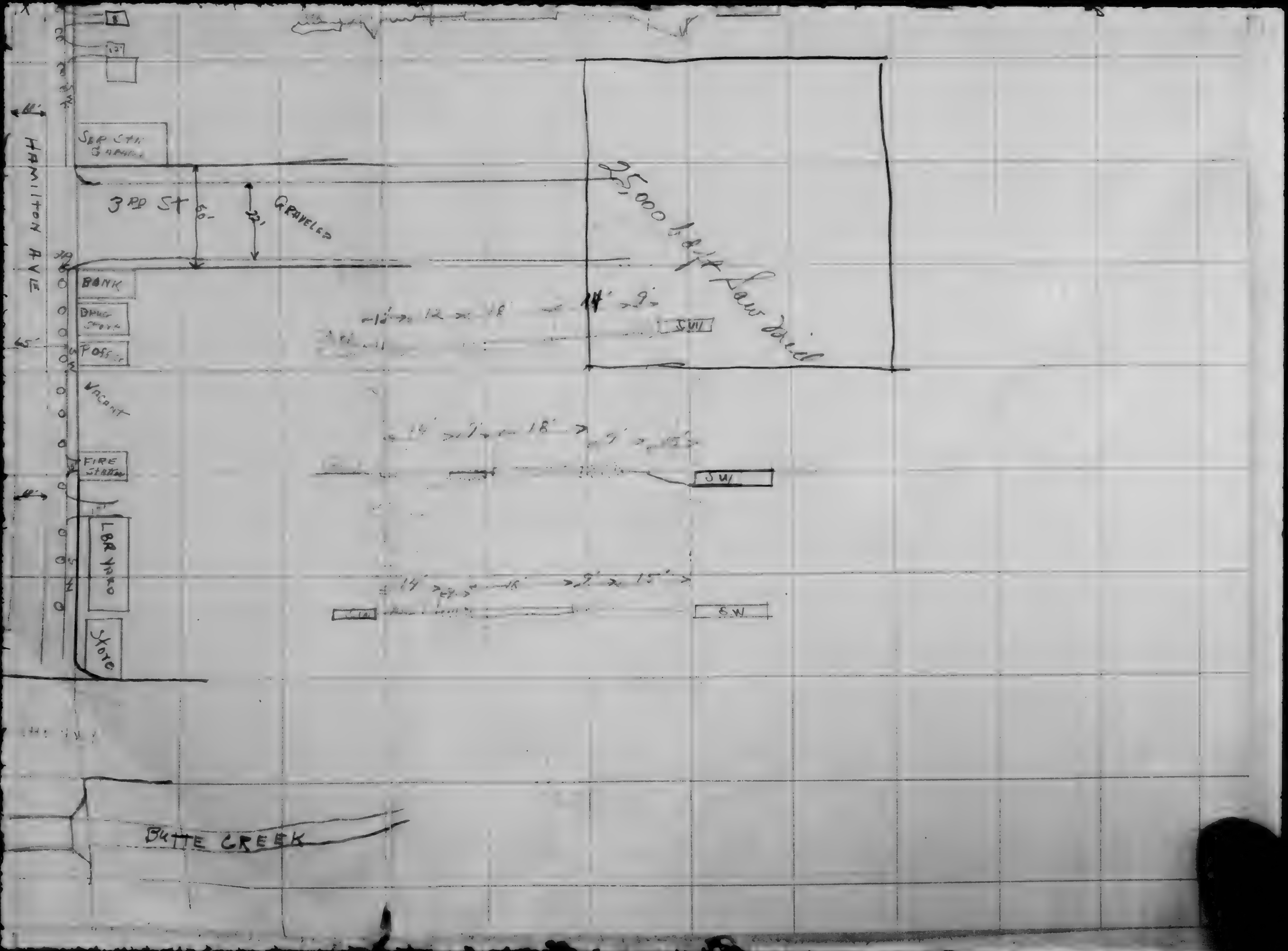
Base rock available in Little Butte Creek at intersection of Little Butte Highway & Crater Lake Highway 1 1/2 miles

Hamilton St. it is well based and has been oiled 18' in width. the edges are badly raveled and from R.R. track to second turn .09 miles needs rebasing as base is weak and street is low at this point.

Entire surface is badly oxidized and should have edges patched and widened to 20' and 2" of asphaltic Concrete placed c/a completely rebuilt


Lake Hwy
City Limits at R.R.
48" Armco - 45' long
Drainage Ditch
10
8
8'
8
10'
18'
8'
9'
Service


25,000 lb [illegible]
SW
SW
14
12
16
GRAVELED
22'
50'
3RD ST
SER STA GARAGE
BANK
DRUG STORE
P OFF
VACANT
FIRE STATION
LBR YARD
Store
S W
HAMILTON AVE
65'
Conc S.W
Bd S.W
30'
STATE Maint STA
LBR YD
LIBRARY
CONC
RED Blanket
Store
22'
BUTTE CREEK
LITTLE
0.16
0.00


HAMILTON AVE
11'
SER STA GARAGE
3RD ST
60'
22'
GRAVELED
25,000 bd ft Saw dust
BANK
DRUG STORE
P OFFICE
65'
VACANT
FIRE STATION
LBR YARD
Store
12' 12 18' 14' 9'
14' 7' 18' 9' 15'
14' 7' 18' 9' 15'
SW
SW
S.W.
BUTTE CREEK

112-4209) Hamilton Hill Section of the 1950
Kimberly-Long Creek Highway.

#2265

RECEIVED
FOR FILING
112-4209

(CONTRACT NO.) 3315

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 30, 1951

(EST. NO.)

(CONTRACTOR)

3365

6 & 7 -final

Itschner
E. H. [illegible] Co.

(VOUCHER NO.)

(WARRANT NO.)

(AMOUNT)

(DATE)

20539

E-23638

$ 2,799.12

Nov. 28, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: **June 29, 1951**

Time Extensions: **None**

Completion Date: **June 29, 1951**

Date Accepted: **Aug. 3, 1951**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **12-3-51**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 4 1951
D.A. Wiklander

NOTED ON CARD
12-3-51 JS

RECEIVED
FOR FILING

[illegible]

3365

November 15, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

You were advised by this office on August 22 of final payment to be released to E. H. Itschner Co. on contract No. 3365, for work performed on the Hamilton Hill Section of the Kimberly-Long Creek Highway in Grant County, amounting to $2,641.17.

This payment has been revised and will be paid to the contractor in the amount of $2,799.12. The revised total contract amount is $77,361.85. Immediate payment will be made of the revised amount.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
11-15-51 gl

RECEIVED
FOR FILING

112 - 4209

3265

2842

Salem, Oregon
August 24, 1951

Mr. H. G. Smith

I have advised Mr. E. H. Itschner that we cannot recommend his claim for grader rental and extra water used in maintaining the Hamilton Hill Section.

Mr. Itschner has consented to accept his final estimate without this additional payment, but does insist that he should be paid for 115 cubic yards of 3/4" - 0" crushed rock which he claims was taken from his stockpiles and hauled by state truck. He values the rock at $1.35 a yard, or a total of $155.25.

If we did take this rock, we should pay for it.

W. C. Williams

WCW:me

No. 2842

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 24, 1951

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Reference is made to record of Assignment No. 2842, pertaining to information on the E. H. Itschner contract on the Hamilton Hill Section, Contract No. 3365.

This project was awarded July 11th, 1950, with the specified completion date of July 15th, 1951. The contractor actually started work on August 26th, 1950, and the job was completed on June 29th, 1951.

The contract specified that the rock base and binder course be completed prior to September 15th, 1950. The contractor started drilling the week of August 19th, but old material in the quarry caved in on them, and no more work was done until August 26th, at which time the contractor started drilling and setting up his plant. Crushing was started on September 1st, with emphasis placed on the oil rock, and all materials, including the base rock, were placed and stockpiled. According to the engineer's report, he was unable to get equipment to place the material on the road, and no base material was laid until November 14th. Placing of the base was completed on December 30th. On January 6th, 1951, the Resident Engineer advised that the contractor would maintain the base surfacing during the winter, and would oil as soon as possible in the spring. Work was resumed on June 14th, when D. F. McKenzie moved in and prepared to start oiling. Oiling was completed on June 28th, and the work entirely completed the next day.

The average daily production of the crushing plant varied from 350 to 500 yards per day.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:sh

ASSIGNMENT

9, 1951

No. 2842
By

ption: H. G. Smith's letter of August 6 and Mr. Chidsey's letter of July 9 regarding request of E. H. Itschner that the State reimburse him for $606.95 for grader rental and $1,215 for extra water used in maintaining Hamilton Hill Sections

Acknowledged by ----- Referred to ----Smith-------

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ------------------ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 8-24-51 Report received ---------

Remarks: Please give me data re date of contract, starting date, contractor's delay, etc. WCW

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Salem, Oregon
August 6th, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

W. C. WILLIAMS

Dear Sir:

In the matter of the request of E. H. Itschner that the State reimburse him for $606.95 for grader rental and $1,215.00 for extra water used in maintaining the Hamilton Hill Section during the winter months, I recommend that we refuse to pay him this amount as the contract provided that the surfacing must be in place and primed before September 15th.

Itschner bid several jobs when he knew he had no chance to comply with the date specified for completion of this contract, with the result that the State had unusually high maintenance costs and traffic conditions were very bad during the winter months.

Copy of Mr. Chidsey's letter is attached.

Very truly yours,

HGSmith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

8

FORM E-30 25M 8-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
July 9, 1951

RECEIVED
[illegible] 11 1951
OFFICE OF
CONSTRUCTION ENGINEER

SUBJECT:

To:

Mr. ". G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Smith:

In connection with the final estimate on the Hamilton Hill Section to E. H. Itschner Company. The contractor is requesting the State pay him $606.95 for grader rental and some $1215.00 for extra water used in maintaining this section of road during the winter months. This is in addition to several thousand dollars worth of additional rock which we were forced to purchase in order to maintain the road throughout the winter months.

Our contract with Mr. Itschner states that in the event that the job was closed down during the winter months the State would assume the cost of maintenance. However, the contract further states that the contractor is to have his surfacing rock in place and covered with a prime coat of oil prior to September 15th. Had the contractor lived up to his part of the contract and completed the portion as scheduled the maintenance over this section would have been normal maintenance and the cost to the State would have been very small. However, due to his failure to comply with the terms of the contract the job was left in such condition that maintenance costs were unreasonably high and the contractor expects the State to compensate him for the maintenance work he did throughout the winter months.

In addition to the above costs the State Maintenance Crews spent considerable time and money on this section during the winter months.

In view of the above facts, I recommend that the contractor not be paid for his grader rental or the additional water required as these costs were incurred by his failure to carry out his operations according to the terms of the contract.

Very truly yours,

E. F. Chidsey

E. F. CHIDSEY
Division Engineer

EFC:gb

E. H. ITSCHNER CO.

Molalla, Oregon

June 2[illegible], 1951

To: State Highway Commission
Salem, Oregon

Extra Work Order #1
Hamilton Hill Section of the Kimberly Long Creek Highway.

Contract #3365 Galion 101

Blade Rental

April 14 — 8 hrs.
15 — 8 hrs.
21 — 8 hrs.

May 8 — 6 hrs.
28 — 4 hrs.
31 — 4 hrs.

June 4 — 6 hrs.
5 — 6 hrs.
6 — 6 hrs.
11 — 6 hrs.
12 — 6 hrs.

Total	68 hrs. @ $8.50 per hr.	$ 578.00	
	Plus 5%	28.90	Deny ~~$ 606.90~~
472 Loads Water 1 Load = 418,192 M Gal @ $3.00 (886 gal to a load)			~~1254.58~~
115 Cu. Yards 3/4" - 0" Crushed Rock Hauled by State @ $1.35			OK 155.25
	Total Due		$2016.73

KM

RECEIVED
AUG 23 1951
FOR FILING

112-4209

3365

August 22, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3365 for resurfacing and oiling on the Hamilton Hill Section of the Kimberly-Long Creek Highway in Grant County was completed by the contractor, E. H. Itschner Co., on June 29 and was formally accepted by the Highway Commission on August 3, 1951.

Final payment in the amount of $2,641.17 will be released to the contractor on or after September 1, 1951. The total contract amount is $77,203.90, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
JUL 23 1951
FOR FILING

July 20, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to E. H. Itschner a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3365 for resurfacing and oiling on the Hamilton Hill Section of the Kimberly-Long Creek Highway, Grant County.

This payment, which is in the amount of $27,242.39, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,306.06. The present payment will be released on or after July 30, 1951.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the above contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

112 - 4207
3365

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July I4, 1951

Section Hamilton Hill

Kind of work Resurfacing & oiling

Highway Kimberly - Long Creek

Section prefix II2-~~I022~~ [illegible]

Contractor E. H. Itschner Co.

Contract number 3365

Date of contract July II, 1951

Date of completion July I5, 1951

Date work started August 26, 1951

Estimated date of completion ...., 19....

Amount of contract $ 74,998

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $ 8I.768

Per cent of contract completed, based on total contract price I00 %

Engineering cost to date $ 3262, 4.35 %

Date project was completed June 29, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semifinal was completed and sent the Division office Friday.

NOTED
H. G. SMITH

NOTED
H. W. LIBBY

NOTED
B. A. MARTIN

RECEIVED
JUL 16 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed Claude Mahan

Address John Day, Oregon

Mail original copy [illegible] and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
E. M. [illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		4.59		4.59	
Miles partially completed					
Miles completed		4.59		4.59	
Total estimated quantities		19542 cy.4-2&3/4-0 5262 cy.crusher run		344 tons 2916 cy.agg.	
Estimated quantities moved or placed to date		"		"	
Average daily quantities					
Average daily quantities necessary to complete project on time		00		00	
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Hot		
Friday	Fair		
Saturday	Fair		

State Printing Dept. 41608

RECEIVED
APR [illegible] 1951
FOR FILING

FORM E-30X 25M 8-50 42289

[illegible]

24.5

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
April 26, 1951

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

From information available in this office it is apparent that Mr. Itschner will not be able to do the oiling on the Hamilton Hill Contract until late in the season.

I have been informed in John Day that he has not yet secured a contractor to do the work.

If this road is not oiled early in the season we face the possibility of again losing the surfacing on this section and an extremely heavy maintenance cost for the season.

I would recommend that Mr. Itschner be contacted and informed that he must prepare to do this oiling immediately and that if he is unable to do so I would suggest that we do the oiling with our oiling crew which will be in that vicinity within two weeks.

Very truly yours,

E Chidsey

E. F. CHIDSEY
Division Engineer

EFC/bw
cc - W. C. Williams

RECEIVED

RECEIVED
AUG 15 1950
FOR FILING

112-4207

3365

August 14, 1950

E. H. Itschner Co.
Molalla
Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3365, for resurfacing and oiling on the Hamilton Hill Section of the Kimberly-Long Creek Highway in Grant County, awarded July 11,1950.

Contract No. 3382, for rock production on the Mt. Vernon-Prairie City Section of the John Day Highway in Grant County, awarded July 20, 1950.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Recorded [illegible]

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[illegible] 1950
FOR FILING
112-4209
3365

July 12, 1950

E. H. Itschner Company
Molalla, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you the contract, No. 3365, for surfacing and oiling of Hamilton Hill Section of the Kimberly-Long Creek Highway in Grant County. This award was based on your low bid of $67,708.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

33-4211 Division No. 4-A Realining 1950
Project on 4 state Hwys. vicinity
of Hood River, Maupin & Wasco.
#2261

RECEIVED
FOR FILING

33-4211

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3364	2-final	Babler Bros., Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15454	564	$ 1,483.34	Sep. 28, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 3 1950

NOTED ON CARD
10-3-50

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 28, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3364	2-final	Babler Bros., Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15454	584	$ 1,483.34	Sep. 28, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: **Sep. 30, 1950**

Time Extensions: **None required**

Completion Date: **Aug. 10, 1950**

Date Accepted: **Aug. 21, 1950**

Penalties: **None of record**

Claims: **None of record**

Remarks:

- -

Date: **10-3-50**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
SEP 11 1950
FOR FILING

33 4211

3364

September 8, 1950

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3364, covering the Division N. 4-A Reoiling Project on four state highways in Hood River, Sherman and Wasco Counties, has been completed by the contractor, Babler Bros.,Inc., and that final payment in the amount of $1,483.34 will be made on or after September 18,1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $49,444.61, and that no force account work was performed on the project. This contract was completed August 10 and accepted by the Highway Commission August 21, 1950.

We are sending you this notice as your Company appears as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

RECEIVED
[illegible] - 1 1950
FOR FILING

33-42.1

3364

September 1, 1950

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Babler Bros.,Inc., on contract No. 3364, covering Division No. 4-A Reoiling Project on the Mt. Hood, Columbia River, Sherman and The Dalles-California Highways in Hood River, Sherman and Wasco Counties. This payment, in the amount of $47,961.27, will be made on or after September 11, 1950. The retained percentage is $1,483.34.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

[illegible]

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 12, 1950, 19

Section	Division 4-A Re-oiling	Kind of work	Oil mat
Highway	4 State Highways	Section prefix	33-4211
Contractor	Babler Bros., Inc.	Contract number	3364
Date of Contract	July 10, 1950, 19	Date of completion	Sept. 30, 1950, 19
Date work started	July 28, 1950, 19	Estimated date of completion	August 10, 1950, 19
Amount of contract	$46,711.60	Per cent of time elapsed	%

Estimated cost of completed project, exclusive of engineering $70,011.60

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 4,000, 5.7 %

Date project was completed Aug. 10, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed re-oiling on the Mt. Hood Highway Tuesday evening. Moved back to The Dalles - California Highway, M.P. 33.0, Wednesday morning for 4 miles which had to be left out on the first swing thru because of lack of rock. Rock was taken out of incomplete piles being built by Vernie Jarl. Rock was checked out of the piles by one of Stump's men for credit to Jarl's contract.

All work on the project was completed on Thursday, Aug. 10th.

Semi-final estimate will be ready the day following receipt of invoices for asphalt from the two oil companies involved.

FINAL REPORT

NOTED
T. C. SMITH

NOTED
H. W. LIBBY

Signed A. J. Benedict

Address P.O. Box 420, The Dalles.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				36	
Miles partially completed					
Miles completed				36	
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				12	
Average force on project for week				25	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ... ., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
1
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG - 8 1950
FOR FILING
33-4211

3364

August 7, 1950

Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3364, which was awarded to you on July 10, 1950, by the State Highway Commission, covering Reoiling, Division No. 4-A, on the Mt. Hood, Columbia River, Sherman and The Dalles-California Highways in Hood River, Sherman and Wasco Counties. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

Recorded

RECEIVED
[illegible]
FOR FILING

33-4211

3364

July 12, 1950

Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

The State Highway Commission on July 10, 1950 awarded you Contract No. 3364 for Division No. 4-A Reoiling project on 4 state highways, in Wasco, Hood River and Sherman Counties. This award was based on your low bid of $47,611.60 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

129-1111 Yaen Bridge over Little 1950
Nestucca River on Little
#3362 Nestucca Highway.

RECEIVED
MAR 26 1952
FOR FILING

#367

March 12, 1952

A. H. Barbour & Son
2828 Northeast Alberta Street
Portland 11, Oregon

Gentlemen:

Final payment for construction of the Yach Bridge over the Little Nestucca River on the Little Nestucca Highway in Tillamook County was mailed to Wall and Son on March 7, 1952. This contract was completed October 7, 1951, and accepted by the Commission February 19, 1952.

Will you please advise us if Wall and Son have paid the balance of their bill to you and also if you wish to consider that as a claim against the contract. We hesitate to consider it as a claim at this time due to the fact that final payment was mailed to them only a few days ago and it is entirely possible at this writing your claim has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 3/11/52

Mailed

A. H. Barbour & Son

PAINTING CONTRACTORS
2828 N. E. ALBERTA STREET, PORTLAND 11, OREGON
WEBSTER 2251

March 6, 1952

COMMERCIAL PAINTING
•
SPRAY PAINTING
•
SIGNS
•
PAINT STYLING
•
STEAM CLEANING
•
SAND BLASTING
•
TRUCK AND FLEET PAINTING
•
AUTOMOTIVE REPAIR

3363

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary

Gentlemen:

Last July we completed the sand blasting and painting of the bridge over the Little Nestucca River near Dolph, Oregon in accordance with our subcontract from Wall and Son, Contractors, 4300 N. E. Portland Highway, Portland, Oregon. Out total bill for this work amounted to $1690.00. On November 14th we received a payment of $1000.00, leaving a balance of $690.00 which is still unpaid.

We wish to inquire whether or not Wall and Son have received final payment from the State of Oregon for this project. The information they have given me, is that their final estimate is now being processed. However, since the period of time since completion has been unduly long, we felt it would be best to contact the Highway Commission directly. We will appreciate your checking into the matter and letting us know the status of the contract.

Yours truly,

A. H. BARBOUR & SON

Pat Caraher

Office Manager

PC/saa

REFERRED TO
[illegible]
BY SECRETARY

RECEIVED
MAR 10 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
March ~~4~~, 1952
6,

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3363	6-final	Wall & Son

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3429	R-35459	$ 797.25	3/4/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 15, 1951

Time Extensions: **Extended to Oct. 7, 1951 without penalty**

Completion Date: Oct. 7, 1951

Date Accepted: Feb. 19, 1952

Penalties: None of record

Claims: **None of record**

Remarks:

Date: **3-7-52**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 7 1952

RECEIVED
FEB 28 1952
FOR FILING

February 27, 1952

The Aetna Casualty & Surety.Co.
Portland Service Dept.
308 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State highway contract No. 3363 covering construction of Yach Bridge over Little Nestucca River on the Little Nestucca Highway in Tillamook County was completed by the contractor, Wall & Son, on October 7, 1951 and was formally accepted by the Highway Commission on February 19, 1952.

Final payment in the amount of $797.25 will be released to the contractor on or after March 8, 1952. The total contract amount is $24,967.50, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Hayward Andrews
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FEB 15 1952
FOR FILING

February 14, 1952

Wall & Son
4300 N. E. Portland Highway
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 31, 1952, had under discussion your request for an extension of time of 52 days, from August 15, 1951 to and including October 7, 1951, within which to complete your contract No. 3363 for construction of Yach Bridge on the Little Nestucca Highway in Tillamook County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Mason,
Division Engineer

George Danforth
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD

2-14-52

RECEIVED
JAN [illegible] 1952
FOR FILING

January 28, 1952

State Highway Commission

Request for extension of time
No. 11
Jan. 31-Feb. 1 meeting.

Gentlemen:

Re: Yach Bridge over
Little Nestucca River
Contract 3363
Wall & Son, Contractor

The work on the Yach Bridge over the Little Nestucca River was completed within the time limit except for the burning of trash around the bridge site. Because of dry weather a permit for this burning could not be secured until in October. This extension of time, from the specified completion date of August 15, 1951 to and including October [illegible], 1951, is to include this burning of trash.

It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
JAN 17 1952
FOR FILING

129-111

3363

January 16, 1952

The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Attention: Mr. H. P. Atterbury

Gentlemen:

We have your letter of January 14 concerning the period of time for which a request for extension of time should be made on Contract No. 3363 for construction of the Yach Bridge over the Little Nestucca River, awarded to Wall and Son, your bond No. 42 S 10784.

The specified completion date in the contract is August 15, 1951, and we are informed by the Bridge Department that the job was completed October 7, 1951, so the extension of time should be made for this period including October 7.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

PORTLAND OFFICE
HAYWARD ANDREWS, MANAGER
308 YEON BUILDING
CAPITOL 9111

PORTLAND 4, ORE.

January 14, 1952

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

RE: Bond 42 S 10784
Contract No. 3363
Wall & Son

Your letter of January 11 advising that contract for the Yach Bridge over Little Nestucca River was completed October 7, 1951 but to date the contract has not been accepted. Before we execute the Consent of Surety extending the time, will you kindly advise what period you wish it to cover. Mr. Wall gives the period August 15, 1951 to October 7, 1951.

Awaiting your advices, we are,

Yours very truly,

W. H. Eagleton
Supt. Fidelity & Surety Dept.

By H P Atterbury

hpa

REFERRED TO
BY SECRETARY

BANK AND AGENT
AUTO PLAN

RECEIVED
FOR FILING

January 11, 1952

The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Attention: Mr. H. P. Atterbury

Gentlemen:

Our records show that Contract No. 3361 awarded to Wall and Son for construction of the Yach Bridge over the Little Nestucca River on the Little Nestucca Highway in Tillamook County, was completed October 7, 1951.

We are unable to determine valid reason for showing the date of completion as January 31, 1952 on the status report and must assume it was placed in error.

The contract to date has not been accepted by the Commission.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

PORTLAND OFFICE
HAYWARD ANDREWS, MANAGER
308 YEON BUILDING
CAPITOL 9111

PORTLAND 4, ORE.
January 10, 1952

Oregon State Highway Commission
Salem, Oregon

Attn: H. B. Glaisyer, Secty.

Re: Bond 42 S 10784
Contract 3363
Wall & Son

Gentlemen:

We are today in receipt of contract status report from you dated January 9 to the effect that the contract for Yach Bridge on the Little Nestucca Highway in Tillamook County Bridge No. 1859 will be completed about January 31, 1952.

This morning we are also in receipt of Contractor's Request For Extension of Time to complete construction contract on this job from August 15, 1951 to October 7, 1951. Mr. Wall states the job was accepted as of October 7, 1951. Would you please advise regarding the discrepancy in the date of completion? Perhaps the state desires the extension to cover to January 31, 1952.

Awaiting your advices we are,

Yours very truly,

W. H. Eagleton
Supt. Fidelity & Surety Dept.

By H P Atterbury

HPA:fc

cc: G. Cyrus Bishop

REFERRED TO
[illegible]
BY SECRETARY
[illegible]

BANK AND AGENT
AUTO PLAN

RECEIVED
DEC 3 1951
FOR FILING

[illegible]

3363

November 30, 1951

The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Attention: Mr. H. P. Atterbury

Gentlemen:

Semi-final payment in the amount of $1,942.75 on Contract 3363, awarded to Wall and Son, was mailed to the contractor on November 6, 1951.

Our records show that the contract was completed August 15, 1951, but to date has not been accepted. There is being held as retained percentage the sum of $747.53.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

PORTLAND OFFICE
HAYWARD ANDREWS, MANAGER
308 YEON BUILDING
CAPITOL 9111

PORTLAND 4, ORE.
November 29, 1951

Oregon State Highway Department
Salem, Oregon

ATTN: H. B. Glaisyer, Secretary

Re: Bond 42 S 10784
Contract 3363 - Wall & Son

Gentlemen:

Under date of October 25, 1951 you advised this office that the payment of $1,942.75 would be released to the contractor on or after November 5, 1951. Will you kindly advise if this has been paid. According to our file the contract was completed on October 7, 1951. If it has not been accepted and final payment made, we would appreciate your advices so that we may retire our file.

Yours very truly,

W. H. EAGLETON
Supt. Fidelity & Surety Dept.

BY H P Atterbury

[illegible] voucher 19254 mailed [illegible] 1951 [illegible]

[illegible]

HPA:bc

REFERRED TO
BY SECRETARY

prepared reply

BANK AND AGENT
AUTO PLAN

RECEIVED
FOR FILING

[illegible]

[illegible]

October 25, 1951

The Aetna Casualty & Surety Co.
Portland Service Department
308 Yeon Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Wall & Son on contract No. 3363, covering construction of the Yach Bridge on the Little Nestucca Highway in Tillamook County.

This payment, in the amount of $1,942.75, will be released to the contractor on or after November 5, 1951. The retained percentage is $747.53.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowldge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

gl

cc: Mr. Hayward Andrews
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG - 1 1950
FOR FILING

129-1111

3363

July 31, 1950

Wall & Son
4300 N. E. Portland Highway
Portland 13, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3363, which was awarded to you on July 10, 1950, by the State Highway Commission, covering the Yach Bridge on the Little Nestucca Highway in Tillamook County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc
Enc.

7/31/50

RECEIVED
[illegible]
FOR FILING
129-1111

3363

July 12, 1950

Wall & Son
4300 N. E. Portland Highway
Portland, Oregon

Gentlemen:

The State Highway Commission on July 10, 1950 awarded you the contract, No. 3363, for construction of the Yach Bridge over Little Nestucca River on Little Nestucca Highway in Tillamook County. This award was based on your low bid of $25,660 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

126-4217 Crown Point-Dodson Sec. Crown 1950
Point Sec. Hwy.(old Col. Rive)
#[illegible]6[illegible] 29 miles east of Portland

RECEIVED
SEP 7 1950
FOR FILING

136-42.17

3362

ORECON STATE HIGHWAY COMMISSION
(date)
August 31, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3362	2-final	D-H Paving Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14001	381547	$ 500.00	Aug. 30, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 1 1950

OREGON STATE HIGHWAY COMMISSION
(date)
August 31, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3362	2-final	D-H Paving Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14001	381547	$ 500.00	Aug. 30, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Aug. 31, 1950

Time Extensions: None required

Completion Date: Aug. 1, 1950

Date Accepted: Aug. 21, 1950

Penalties: None of Record

Claims: None of Record

Remarks:

- -

Date: Aug. 31, 1950

To the Accounting Division:

Release of the above warrant is hereby authorized.

HBGlaisyer for
H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
AUG [illegible]
FOR FILING

126-4217

August 11, 1950

General Casualty Co. of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised of the intention of the State Highway Commission to make semi-final payment to D-H Paving Co., on contract No. 3362, covering seal coat on the Crown Point-Dodson Section of the Crown Point Secondary Highway in Multnomah County. This payment, in the amount of $6,994.79, will be made on or after August 21, 1950.

Since this job was completed on August 1, 1950 the retained percentage of $500 will be paid to the contractor as final payment after acceptance of the contract by the Highway Commission, which we anticipate will also be on August 21. The total contract amount is $7,494.79, and there was no force account work performed on the job.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Washington

NOTED ON CARD

8-11-50, gl

RECEIVED
FOR FILING

126-4217

3362

August 10, 1950

D-H Paving Co.
6800 Evergreen Highway
Vancouver, Wash.

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3362 which was awarded to you on July 10, 1950 by the State Highway Commission, covering seal coat on the Crown Point-Dodson Section of the Crown Point Secondary Highway in Multnomah County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

Form E-1—5M—7-49

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 29, 1950

Section Crown Point-Dodson

Kind of work Seal coat

Highway Crown Point Secondary

Section prefix 126-4217

Contractor D-H Paving Co.

Contract number 3362

Date of contract July 10, 1950

Date of completion ...., 19....

Date work started July 17, 1950

Estimated date of completion August 2, 1950

Amount of contract . . . . $ 7,350.00

Per cent of time elapsed 34 %

Estimated cost of completed project, exclusive of engineering . . . . $ 7,350.00

Per cent of contract completed, based on total contract price . . . . 90 %

Engineering cost to date $ 400.00, 70 %

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished work except 0.5 mile of main spread on west end of project and oiling wide sections throughout project

RECEIVED
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

NOTED
E. M. [illegible]

Signed Tom Opedal

Address 9200 S.E. McLoughlin Blvd. Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				13.2	
Miles partially completed				12.7	
Miles completed					
Total estimated quantities				13.2	
Estimated quantities moved or placed to date					
Average daily quantities				3.5	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				10 to 12	
Average force on project for week				19	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment use~~d during week:~~ ~~Shovels~~ Loader 1, Power graders 1, Rollers 1, ~~Mixers~~ *, ~~Crushing or screening plants~~ Distributors 1

~~Compressors~~ Broom 1, ~~Bulldozers~~ Trucks 9, ~~Sheep-foot rollers~~ Tankers 2, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Rain	8	Showers
Saturday			

RECEIVED [illegible]
FOR FILING

126-4217

3362

July 12, 1950

D-H Paving Company
Evergreen Hwy. & Slaret Avenue,
Vancouver, Washington

Gentlemen:

The Oregon State Highway Commission on July 10, 1950 awarded you Contract No. 3362 for bituminous pavement seal on the Crown Point-Dodson Section of Crown Point Secondary Highway, Multnomah County. This award was based on your low bid of $7,350.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fn

cc - S. H. Probert

22-3415 Blue Mountain or Basque Patrol 1950
Station Dwelling on I.O.N. Hwys.
#7361

RECEIVED
NOV 1 5 1950
FOR FILING

23 - 3415

3361 (CONTRACT NO.)

OREGON STATE HIGHWAY COMMISSION
(date)
Nov. 14, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3361	3-final	Wm B. Hickey & Cecil J. Parrish

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18608	R3921	$ 865.50	11/14/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. S. Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: Oct. 31, 1950

Time Extensions: None required

Completion Date: Oct. 13, 1950

Date Accepted: Oct. 26, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 11-15-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]
A. S. Wicklander

NOTED ON CARD

RECEIVED
OCT 25 1950
FOR FILING

23-2415

3361

October 24, 1950

American Surety Co.of New York
David A. Lewis, Assistant Manager
725 Yeon Building
Portland 4, Oregon

Dear Sir:

Please be advised that State Highway Contract No. 3361, for construction of dwelling at the Blue Mountain Patrol Station Section in Malheur County, has been completed by the contractor, William B. Hickey and Cecil J. Parrish, and that final payment in the amount of $865.50 will be made after acceptance by the Highway Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $6,864.00, and that no force account work was performed on the project. This contract was completed October 13, 1950 but has not as yet been accepted by the Commission.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Harney County Abstract & Title Co.
Burns
Oregon

NOTED ON CARD

RECEIVED
FOR FILING

23-3415

3361

August 10, 1950

REGISTERED MAIL

Mr. Wm. B. Hickey
South Egan Street
Burns, Oregon

Dear Mr. Hickey:

Your Contract No. 3361 for construction of Blue Mountain Patrol Station Dwelling on the I.O.N. Highway in Malheur County has been received in this office fully executed.

We are therefore returning your Certified Check No. 300 drawn on the Harney County Branch of The United States National Bank of Portland, in the amount of $348.20 which you submitted with your proposal on July 10, 1950.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

RECEIVED
FOR FILING

23-3415

3361

August 10, 1950

Mr. William B. Hickey
South Egan Street
Burns, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3361 which was awarded to you on July 10, 1950 by the State Highway Commission, covering dwelling at Blue Mountain Patrol Station in Malheur County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 8/10, gl

RECEIVED
JUL 1 [illegible] 1950
FOR FILING

33-3415

3361

July 12, 1950

Wm. B. Hickey
Burns,
Oregon

Dear Mr. Hickey:

The State Highway Commission on July 10, 1950 awarded you the contract for the Blue Mountain or Basque Patrol Station Dwelling on the I. O. W. Highway in Malheur County. This award was based on your low bid of $6,964.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fn

cc - S. H. Probert
G. S. Paxson

22-8303 Santiam Junction Rock Prod. 1950
on N. Santiam & Santiam Rvrs.
#[illegible]

RECEIVED
1951
FOR FILING

22 - 1 313

[illegible]

ORECON STATE HICHWAY COMMISSION
July 27, 1951
(date)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3360-	3-final	A. H. Saxton & Sons	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
12104	R-20372	$720.53	July 26, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized. A. A. Wiklander

ACCOUNTING DIVISION

Specified Completion Date: Dec. 15, 1950

Time Extensions: None needed

Completion Date: Oct. 10, 1950

Date Accepted: Nov. 9, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-30-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: JUL 31 1951
A. A. Wiklander

March 15th, 1951

Contract No. 3360
Santiam Junction

FINAL COST ANALYSIS
Rock Production
A. H. Saxton & Sons, Contractors
A. A. Fossen, Resident Engineer

Prefix 22-8303
North Santiam

Description	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1¼"-3/4" Cr. Mat'l. in S.P.	1,100.8	Cu. Yd.	$1.68	$1.62	$1,783.30	$1,849.34
3/4"-½" " " " "	4,018.6	" "	1.68	1.62	6,510.13	6,751.25
½"-¼" " " " "	4,958.5	" "	1.68	1.62	7,997.73	8,330.28
¼"-0" " " " "	2,250.0	" "	1.68	1.62	3,645.00	3,780.00
S.P. Purchase Screen Rejects	2,874.4	" "	0.25	0.25	718.60	718.60
S.P. Haul Screen Rejects	202.9	Yd. Mi.	0.12	0.12	24.96	24.35
S.P. Haul Adjustment, Favor of State	10,499.3	Yd. Mi.	0.10			- 1,049.93
PA #1, ½"-0" Scoriaceous Rock in S.P.	1,560	Cu. Yd.	1.25	1.18	1,835.54	1,950.00
Force Account					203.45	208.59
Material for Bureau of Public Roads	1,574	Cu. Yd.	2.15	1.79	2,819.80	3,383.00
Material for State Board of Control	1,200	" "	1.25	1.09	1,311.60	1,500.00
					$26,850.11	$27,445.48

Gross Revenue	$27,445.48
Total Cost	26,850.11
Net Profit	$ 595.37

Net Profit Equals 2.1% of Gross Revenue

State Highway Engineer

Santiam Junction Rock Production

Detail of Cost

Labor:		
Supervision	$750.00	
Labor	9,530.79	
Labor Insurance	428.88	
		$10,709.67
Equipment Rental & Miscellaneous Expense:		
Equipment Rental, Owned	$8,327.00	
" " , Hired	517.34	
Hired Trucks	1,544.47	
Gas, Oil & Grease	2,875.58	
Lumber	324.43	
Miscellaneous Supplies & Small Tools	1,292.77	
Public Liability & Property Damage Insurance	293.38	
P.U.C.'s	155.85	
Bond	123.48	
Office & General Overhead	686.14	
		16,140.44
Total Cost		$26,850.11

Santiam Rock Production

Breakdown of Cost of Crushed Cinders

	Cost	Quantity	Unit	Unit Cost
Move In, Set Up & Clear Plant Site	$4,584.81	16,662	Cu. Yd.	$0.27
Feeding Plant (Shovel and Dozer)	2,859.89	"	" "	0.17
Crushing	7,112.50	"	" "	0.43
Overhead & Proratable Expense	1,629.82	"	" "	0.10
Cost in Bunker	$16,187.02	16,662	Cu. Yd.	$0.97

Cost of Maintenance Material

Cost in Bunker	$0.97
Haul, Av. 4.5 Mi. at $0.123 per Yd. Mi.	0.55
Stockpiling Cost	0.097
Cost in Stockpile	$1.617

Good cinder pit and did not require drilling or shooting.

Santiam Rock Production

Remarks:

This contract, which required the production of 12,250 cu. yds. of crushed cinders for maintenance stockpiles, was bid and awarded on July 10th, 1950. Work was started on September 1st, 1950, and the project was completed on October 10th, 1950.

A crushing plant containing a 3' Traylor primary and a 3' Symons cone secondary was moved into the specified cinder pit adjacent to the South Santiam Highway at M.P. 74.5. The setup required only 6 days, and during 292 hours of operating time, a total of 16,662 cu. yds. was produced, at an average of 57 cu. yds. per hour. The plant was fed with a 3/4-yard shovel and dragline assisted by a TD-18 tractor and dozer and no pit trucks were required. Five of the contractors' 5-yard trucks, built up to 7-yard capacity, together with three hired trucks, handled the hauling. Hauling distance on the maintenance material averaged 4.5 miles, at an average cost of $0.12 per yard mile.

Although the job was well handled and well equipped, production fair and the pit good, the bid prices on the contract work were too low, and if additional sales had not been made, the contract would have shown a loss instead of a small profit.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

March 15th, 1951

Contract No. 3360
Santiam Junction

FINAL COST ANALYSIS
Rock Production
A. H. Saxton & Sons, Contractors
A. A. Fossen, Resident Engineer

Prefix 22-8303
North Santiam

Description	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1¼"-3/4" Cr. Mat'l. in S.P.	1,100.8	Cu. Yd.	$1.68	$1.62	$1,783.30	$1,849.34
3/4"-½" " " " "	4,018.6	" "	1.68	1.62	6,510.13	6,751.25
½"-¼" " " " "	4,958.5	" "	1.68	1.62	7,997.73	8,330.28
¼"-0" " " " "	2,250.0	" "	1.68	1.62	3,645.00	3,780.00
S.P. Purchase Screen Rejects	2,874.4	" "	0.25	0.25	718.60	718.60
S.P. Haul Screen Rejects	202.9	Yd. Mi.	0.12	0.12	24.96	24.35
S.P. Haul Adjustment, Favor of State	10,499.3	Yd. Mi.	0.10			- 1,049.93
PA #1, ½"-0" Scoriaceous Rock in S.P.	1,560	Cu. Yd.	1.25	1.18	1,835.54	1,950.00
Force Account					203.45	208.59
Material for Bureau of Public Roads	1,574	Cu. Yd.	2.15	1.79	2,819.80	3,383.00
Material for State Board of Control	1,200	" "	1.25	1.09	1,311.60	1,500.00
					$26,850.11	$27,445.48

Gross Revenue	$27,445.48
Total Cost	26,850.11
Net Profit	$ 595.37

Net Profit Equals 2.1% of Gross Revenue

Santiam Junction Rock Production

Detail of Cost

Labor:		
Supervision	$750.00	
Labor	9,530.79	
Labor Insurance	428.88	
		$10,709.67
Equipment Rental & Miscellaneous Expense:		
Equipment Rental, Owned	$8,327.00	
" " , Hired	517.34	
Hired Trucks	1,544.47	
Gas, Oil & Grease	2,875.58	
Lumber	324.43	
Miscellaneous Supplies & Small Tools	1,292.77	
Public Liability & Property Damage Insurance	293.38	
P.U.C.'s	155.85	
Bond	123.48	
Office & General Overhead	686.14	
		16,140.44
Total Cost		$26,850.11

Santiam Rock Production

Breakdown of Cost of Crushed Cinders

	Cost	Quantity	Unit	Unit Cost
Move In, Set Up & Clear Plant Site	$4,584.81	16,662	Cu. Yd.	$0.27
Feeding Plant (Shovel and Dozer)	2,859.89	"	" "	0.17
Crushing	7,112.50	"	" "	0.43
Overhead & Proratable Expense	1,629.82	"	" "	0.10
Cost in Bunker	$16,187.02	16,662	Cu. Yd.	$0.97

Cost of Maintenance Material

Cost in Bunker	$0.97
Haul, Av. 4.5 Mi. at $0.123 per Yd. Mi.	0.55
Stockpiling Cost	0.097
Cost in Stockpile	$1.617

Good cinder pit and did not require drilling or shooting.

Santiam Rock Production

Remarks:

This contract, which required the production of 12,250 cu. yds. of crushed cinders for maintenance stockpiles, was bid and awarded on July 10th, 1950. Work was started on September 1st, 1950, and the project was completed on October 10th, 1950.

A crushing plant containing a 3' Traylor primary and a 3' Symons cone secondary was moved into the specified cinder pit adjacent to the South Santiam Highway at M.P. 74.5. The setup required only 6 days, and during 292 hours of operating time, a total of 16,662 cu. yds. was produced, at an average of 57 cu. yds. per hour. The plant was fed with a 3/4-yard shovel and dragline assisted by a TD-18 tractor and dozer and no pit trucks were required. Five of the contractors' 5-yard trucks, built up to 7-yard capacity, together with three hired trucks, handled the hauling. Hauling distance on the maintenance material averaged 4.5 miles, at an average cost of $0.12 per yard mile.

Although the job was well handled and well equipped, production fair and the pit good, the bid prices on the contract work were too low, and if additional sales had not been made, the contract would have shown a loss instead of a small profit.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
NOV 1 - 1950
FOR FILING

[illegible]

3360

October 31, 1950

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 14, Wash.

Gentlemen:

Please be advised that State Highway Contract No. 3360, for work on the Santiam Junction Section of the North Santiam and Santiam Highways in Linn and Jefferson Counties, has been completed by the contractor, A. H. Saxton & Sons, and that final payment in the amount of $720.53 will be made after acceptance by the Highway Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $22,562.48, of which amount $208.59 represents force account items. This contract was completed on October 10, 1950 but has not as yet been accepted by the Commission.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Portland Branch Office

NOTED ON CARD
10-31-50

RECEIVED
OCT 25 1950
FOR FILING

October 24, 1950

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to A. H. Saxton & Sons on contract No. 3360, for rock production on the Santiam Junction Section of the North Santiam and Santiam Highways in Linn and Jefferson Counties. This payment, in the amount of $5,362.06, will be made on or after November 3, 1950. The retained percentage is $675.52.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates

NOTED ON CAR

Form E-1—5M—7-49

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 20, 1950

Section Santiam Junction
Highway Santiam & North Santiam
Contractor A.H.Saxton & Sons
Date of contract July 10, 1950
Date work started September 1, 1950
Amount of contract . . . . $20580.
Clearing & rejects 1200.
Estimated cost of completed project, exclusive of engineering . Semi-final estimate . . . . $ 23002.22
Per cent of contract completed, based on total contract price . . . . 100 %
Engineering cost to date $ 812, 3.73 %

Kind of work Rock Production
Section prefix 22-8303
Contract number 3360
Date of completion December 15, 1950
Estimated date of completion October 10, 1950
Per cent of time elapsed 93/159 58.5 %
Date project was completed October 10, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

NO: H. W. LIBBY

Final report

Setting up of crushing plant started on Friday September 1 and was completed on September 7. Clearing of stock piles sites partly by the contractor under E.W.O.#1 and by state forces under S.F.O.#1 also started on the same date and completed around the middle of September.

Crushing of materials started on September 8 and until the following week progress was slow as the slide material first encountered in the quarry was full of ice and snow. Excellent time was made after the material was dug from the bank and the screen~~ing~~s could be kept clean.

An anticipated saving in haul (due to the eliminating of the long haul to MP 63.2) was offset by a Price Agreement for 1500 cy of ½"-0 material. This material is to be used by the maintenance crew for winter sanding purposes, it being piled at a convenient spot near the headquarters. All the additional ½"-0 material over the contract requirements plus the over run in the 3/4"-½" and the ½"-0" was paid for as screen rejection material.

Crushing was completed on October 10 and dismantling started immediately. Hauling of equipment and general cleanup continued until Thursday of this week. Submission of the 3rd Notification of Completion will be held up until clearance from the US forest Service at Cascadia is obtained by the contractor.

Signed A.A.Fossan
Address 1200-Wall St. BEND

NOTED B. A. MARTIN

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			33.6		
Miles partially completed					
Miles completed			33.6		
Total estimated quantities			12250		
Estimated quantities moved or placed to date			12297.6 Regular sizes		
Average daily quantities			1560 $\frac{1}{2}$"-0" material for sanding 2873.3 Rejects		
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8-12	until Thursday Oct 18	
Average force on project for week			16		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	14					2	16
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1............, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ....1........, Sheep-foot rollers .... Trucks 8 (moving and cleanup only) . . . .

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Unsettled		
Monday	rain		
Tuesday	rain		
Wednesday	rain		
Thursday	clearing		
Friday	rain		
Saturday			

RECEIVED
FOR FILING

22-8303

3360

August 7, 1950

A. H. Saxton & Sons
Route 2
Corvallis, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3360, which was awarded to you on July 10, 1950, by the State Highway Commission, covering Rock Production on the Santiam Junction Section of the North Santiam and Santiam Highways in Linn and Jefferson Counties. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

RECEIVED
[illegible] 1950
FOR FILING

22-8303

3360

July 12, 1950

A. H. Saxton & Sons,
Mitchell,
Oregon

Gentlemen:

The State Highway Commission on July 10, 1950 awarded you the contract for the Santiam Junction Rock Production Project on the North Santiam Secondary and Santiam Highways east of Albany, Linn & Jefferson Counties. This award was based on your low bid of $20,580.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

20-3322 Neptune Park Latrine 1950

#3359

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3359	2-final	Robt. C. Wilson	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16882	2106	$ 1,904.00	Oct. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

NOTED ON CARD

H. B. Glaisyer
Secretary

Warrant ~~Mailed:~~ handed OCT 16 1950

handed Mr. Wilson today upon Mr. Glaisyer's request when Mr. Wilson presented final release form given him by Mr. Glaisyer

A. A. Wicklander

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3359	2-final	Robt. C. Wilson	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16882	2106	$1,904.00	Oct. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Sep. 30, 1950

Time Extensions: None required

Completion Date: Sep. 6, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 10-16-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
SEP 23 1950
FOR FILING

20-3322

3359

September 22, 1950

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No. 3359, covering construction of Neptune State Park Latrine in Lane County, has been completed by the contractor, Robert C. Wilson, and that final payment in the amount of $1,904.00 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $3,335.00, and that no force account work was performed on the project. This contract was completed on September 6, 1950 but has not as yet been accepted by the Commission.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Eugene F. Nichols
United States National Bank Bldg.
Corvallis, Oregon

NOTED ON CARD
9-22-50

RECEIVED
AUG - 8 1950
FOR FILING

20-3322

3359

August 7, 1950

Robert C. Wilson
1020 North 25th Street
Corvallis, Oregon

Dear Sir:

We are enclosing herewith a fully executed copy of Contract No. 3359, which was awarded to you on July 10, 1950, by the State Highway Commission, covering Neptune Park Latrine in Lane County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

RECEIVED

FOR FILING

20-3322

3357

July 12, 1950

Robert C. Wilson
1020 N. 25th Street
Corvallis, Oregon

Dear Mr. Wilson:

The State Highway Commission on July 10, 1950 awarded you the contract No. 3359 for construction of the Neptune Park Latrine, Lane County. This award was based on your low bid of $3,220.00 submitted on that date.

Contract forms willbe sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

15-1603 Ashland Undercrossing Section 1950
of the Oregon Coast Highway

#3352

RECEIVED
AUG 10 1951
FOR FILING

Mrs Lewis

[illegible]

[illegible]

August 9, 1951

General Casualty Company of America
Mr. John Pfaff
148 C Street
Independence, Oregon

Gentlemen:

We have today received from the Secretary of State a copy of a letter written by Snook Brothers in which they advise as follows:

> "We hereby release the Valley Concrete Company, Principal, and the General Casualty Company of America, surety, from our claim filed against them for equipment rental and materials furnished for the work of pavement widening on the Ashland undercrossing section of the Pacific Highway in Jackson County, Oregon."

This claim was in connection with State Highway Contract No. 3358, awarded to Valley Concrete Company. This information is provided as the General Casualty Company of America appears as surety on the performance bond furnished with the above contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

cc General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Valley Concrete Company

NOTED ON CARD

RECEIVED
AUG 1 0 1951
FOR FILING

15-1603

[illegible]

[illegible] Lewis

August 9, 1951

Honorable Earl T. Newbry
Secretary of State
CAPITOL

Dear Sir:

We acknowledge with thanks your letter of August 6 to which was attached a copy of a letter from Snook Brothers releasing Valley Concrete Company from the claims filed against them for equipment, rental, and materials in connection with State Highway Contract No. 3358.

This correspondence bears your file No. 3272.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

August 6, 1951

Mr. L. R. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

3358

Dear Sir:

We received in today's mail the enclosed copy of a letter from Snook Brothers, advising that they have released their claim against Valley Concrete Company, principal and General Casualty Company of America, surety, our file No. 3272.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

[illegible]

COPY

L. SHOOK
[illegible] N. 14th St.
Corvallis, Oregon
Phone [illegible]

PAUL SHOOK
[illegible] S. E. [illegible]th Ave.
Portland [illegible], Oregon
Phone FI 2041

SHOOK BROTHERS

General Contractors
Home Office:
P. O. Box 687
Corvallis, Oregon

August [illegible], 1951

Earl T. Newbry
Secretary of State
Salem, Oregon

3358

File No. [illegible]

Gentlemen:

We hereby release the [illegible] Concrete Company, principal, and the General Casualty Company of America, surety, from our claim filed against them for equipment rental and materials furnished for the work of pavement widening on the Ashland undercrossing section of the Pacific Highway in Jackson County, Oregon.

Yours truly,

SHOOK BROTHERS

L. SHOOK
L. Shook
Partner

RECEIVED
FOR FILING
15-16-3

March 26, 1951

Mr. S. P. Ness, Lawyer
Guardian Bldg.
Portland 4, Oregon

Dear Mr. Ness:

I enclose for your information a copy of a letter I have just received from John Pfaff Insurance of Independence, Oregon, resident agent for the General Casualty Company of America which appears as surety on the bond furnished by the Valley Concrete Company in connection with its contract No. 3358 with the State Highway Commission for pavement widening on the Ashland Undercrossing on the Pacific Highway.

According to this letter Snook Brothers have no valid claim against the Valley Concrete Company. The Highway Commission knows nothing whatsoever about Snook Brothers' arrangement with the contractor so is in no position to pass on the claim. This information is simply given you for your information.

Our records disclose that this contract was completed by the Valley Concrete Company on October 17, 1950 and was formally accepted by the Highway Commission on October 26, 1950. They also show that the warrant for final payment for the work performed was mailed to the contractor on December 12, 1950, which was more than a month prior to the time when you first wrote the Commission for information concerning the job and indicated that Snook Brothers had an unpaid claim against it.

There is no money still owing to Valley Concrete Company from the State for the work covered by this contract so if Snook Brothers wish to protect their claim they will have to do so through the courts.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: Snook Brothers

F. A. Query

NOTED ON CARD

Insurance
JOHN PFAFF INSURANCE
136 C STREET
INDEPENDENCE, OREGON

March 21, 1951

Mr. H. B. Glaisyer, Sec.
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

The General Casualty Company, surety for Valley Concrete Company for performance bond furnished with your state contract 3358, finds no liability in connection with claim filed with the Secretary of State by Snook Brothers.

Any materials which were used has been replaced and the verbal agreement on equipment is between Snook Brothers and Valley Concrete Company and not within coverage of the bond.

Very truly yours,

John Pfaff

JOHN PFAFF & CO.

JP/jk

Mrs [illegible]
note on card

RECEIVED
MAR 26 1951
OREGON
STATE HIGHWAY COMMISSION

GENERAL COMPANIES
YOUR PROTECTION IS OUR PROFESSION

RECEIVED
MAR 1
FOR FILING

15-1603

3358

Mrs Lewis

March 14, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of March 12 to which was attached three copies of a claim filed with your office by Snook Brothers in the sum of $335.45.

The claim is against Valley Concrete Company for equipment hire and materials furnished in connection with pavement widening on the Ashland undercrossing section of the Pacific Highway in Jackson County. This contract is known as State Highway Contract No. 3358 and is referred to in your letter as file No. 3272.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 3/13

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 12, 1951

3358

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from S. P. Ness, attorney, Portland, and filed as of this date a notice of claim by Snook Bros. for equipment and materials furnished and supplied in the sum of $335.45, against the bond taken from Valley Concrete Co. principal and General Casualty Company of America, surety, for the work of pavement widening on the Ashland undercrossing section of the Pacific Highway in Jackson Co., our file No. 3272.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
OREGON

RECEIVED
FOR FILING

15 Mar

3358

Mrs Lewis

March 14, 1951

General Casualty Company of America
Mr. John Pfaff, Agent
148 "C" Street
Independence, Oregon

Dear Mr. Pfaff:

Attached is a copy of a claim which has been filed with the Secretary of State by Snook Brothers against Valley Concrete Company. The claim is in the sum of $335.45 for equipment hire and materials furnished the contractor in pavement widening on the Ashland Undercrossing Section of the Pacific Highway in Jackson County. This claim, apparently, is in connection with State Highway Contract No. 3358 for work as described above.

This information is provided as the General Casualty Company of America appears as surety on the performance bond furnished with Contract 3358.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 3/13
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attention: Surety Department

Valley Concrete Company
Foot of "C" Street
Independence, Oregon

COPY

NOTICE OF CLAIM

TO THE STATE OF OREGON

HON EARL T. NEWBRY, Secy of State:

NOTICE IS HEREBY GIVEN that the undersigned, Paul Snook and Lewis Snook, dba SNOOK BROTHERS, have a claim for hire of equipment and for materials furnished and supplied, in the sum of $335.45, against the bond taken from V[illegible] CONCRETE CO., as principal and [illegible] COMPANY of [illegible], as surety upon such bond for the work of "Pavement widening on the Ashland undercrossing section of the Pacific Highway in Jackson Co,".

Dated March 9th, 1951

Paul Snook

Lewis Snook

by PAUL SNOOK
(Partner)

RECORDED
File No. 3,7[illegible]
Filed March 1[illegible], 19[illegible]
Earl T. NEWBRY, Secretary of State

RECEIVED
JAN 25 1951
FOR FILING

15 [illegible]

3347

Mrs Lewis

January 22, 1951

Mr. S. P. Ness
Guardian Building
Portland 4, Oregon

Dear Sir:

We have your letter of January 19, 1951, concerning a claim of Snook Brothers against the Valley Concrete Company for materials furnished.

Apparently this claim is in connection with State Highway Contract No. 3358, awarded to Valley Concrete Company on July 10, 1950, for pavement widening on the Ashland undercrossing section of the Pacific Highway in Jackson County. This contract was completed on October 17, 1950, and was accepted by the Commission on October 31. The final payment was mailed to the contractor on December 12, 1950.

General Casualty Company of America provided the performance bond furnished with the above contract. ~~Our~~ Their agent in this instance is John Pfaff, 148 C. Street, Independence, Oregon. If you feel that it is necessary to protect Snook Brothers claim for a period longer than six months following completion and acceptance of the contract, it is suggested that their claim be filed with the Secretary of State. You undoubtedly are familiar with the legal procedure necessary, but for your convenience, we have attached an excerpt from the Oregon Laws outlining the required procedure.

This claim will be noted in our records, and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ehr

1-22-51

Enclosure

S. P. Ness
LAWYER
GUARDIAN BUILDING
PORTLAND 4, OREGON

3358

Jany 19th, 1951

SNOOK BROS
Claimants
VS
Arthur B Wood
Valley Concrete Co

State Highway Commission
Salem, Oregon

Sirs:-

Kindly give us the name of Surety and date of Contract and bond executed by MR Wood dba Valley Concrete Co on the job on the State Highway job at north edge of Ashland City limts.

Snook Bros have an unsatisfied claim for materials supplied by them to Mr Woods, on this work.

Very truly

S P Ness

S P Ness
Atty for Snook Bros

c c to Mr Woods
Independance, Ore

REFERRED TO
[illegible]
BY SECRETARY

1-22-51

Mrs Lewis

January 22, 1951

General Casualty Company of America
John Pfaff, Agent
148 C. Street
Independence, Oregon

Gentlemen:

We have received a letter dated January 19, 1951, from Mr. S. P. Ness, attorney, whose address is Guardian Building, Portland 4, Oregon, advising that Snook Brothers have a claim against Valley Concrete Company in an unstated amount for materials furnished at the north edge of Ashland.

From the description furnished, it appears that this claim is in connection with State Highway Contract No. 3358, awarded to Valley Concrete Company for pavement widening on the Ashland undercrossing section of the Pacific Highway inJackson County. This information is provided as the General Casualty Company of America appears as surety on the bond which was furnished in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAW:ehr

cc General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Attention Surety Department

cc Valley Concrete Company

[illegible]

RECEIVED
DEC 13 1950
FOR FILING

15-1602

OREGON STATE HIGHWAY COMMISSION
(date)
Dec. 11, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
[illegible] 3358	5-final	Valley Concrete Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20251	R-5371	$ 749.54	12/8/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Sep. 30, 1950

Time Extensions: Extended to Oct.31,1950 without penalty

Completion Date: Oct. 17, 1950

Date Accepted: Oct. 26, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 12-12-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 12 1950
daw

RECEIVED
NOV 30 1950
FOR FILING

15-1602

3357

November 28, 1950

General Casualty Company of America
John Pfaff, Agent
148 C Street
Independence, Oregon

Dear Sir:

Please be advised that State Highway Contract No. 3358, for work on the Ashland Undercrossing Section of the Pacific Highway in Jackson County, has been completed by the contractor, Valley Concrete Company, and that final payment in the amount of $749.54 will be made on or after December 8, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $24,984.78, and that no force account work was performed on the job. This contract was completed on October 17 and accepted by the Commission on October 26, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

[illegible] ON CARD

11-2

RECEIVED
NOV 15 1950
FOR FILING

15-11-[illegible]

November 14, 1950

General Casualty Co. of America
John Pfaff, Agent
148 C Street
Independence, Oregon

Dear Sir:

The State Highway Commission is prepared to make semi-final payment to Valley Concrete Company on contract No. 3358, for pavement widening on the Ashland Undercrossing Section of the Pacific Highway in Jackson County. This payment, in the amount of $5,395.47, will be made on or after November 24, 1950. The retained percentage is $749.54.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Washington
Attn.: Surety Dept.

NOTED ON CARD
[illegible]

RECEIVED
NOV 2 - 1950
FOR FILING

15-1603

3358

November 1, 1950

Valley Concrete Company
Foot of "C" St.
Independence
Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 26, 1950, had under discussion your request for an extension of time of 30 days, from September 30 to October 31, 1950, within which to complete your contract No. 3358 covering the Ashland Undercrossing Section of the Pacific Highway in Jackson County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D. Lytle,
Division Engineer

A. L. Chapman,
Resident Engineer

H. O. Smith

NOTED ON CARD
11-1-50

RECEIVED
OCT 21 1950
FOR FILING

15-11

3-7

October 2[illegible], 1950

Request for extension of time
No. 7
November 9 and 10 meeting

Oregon State Highway Commission

Gentlemen

Herewith is a request from the Valley Concrete Company for an extension of time on Contract No. 3358, Ashland Undercrossing Section of the Pacific Highway, from September 30, 1950 to October 31, 1950.

When this project was opened up, the Contractor was required to do considerably more drilling and shooting than was originally anticipated.

The extension of time will not inconvenience the Department nor increase the engineering costs to any extent. I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. R. C. Williams
Mr. H. G. Smith

hi

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 21st., 1950

Section Ashland Undercrossing

Kind of work Pavement Widening

Highway Pacific

Section prefix 15-1603

Contractor Valley Concrete Company

Contract number 3358

Date of contract July 10th., 1950, 19

Date of completion September 30th., 1950

Date work started July 25th., 1950

Estimated date of completion October 17th., 1950

Amount of contract $ 26,213.00

Per cent of time elapsed 125.61 %

Estimated cost of completed project, exclusive of engineering $ 27,261.32

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1,120.00, 4.27 %

Date project was completed October 17th., 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor construdted crushed rock shoulders on this job this week. Also reshaped rock along fills on entire project.

Have semi-final estimate about half complete and should finish next week.

NOTED
H. W. LIBBY

Signed A. L. Chapman

Address P. O. Box 306 Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.36	0.36			0.36
Miles partially completed					
Miles completed	0.36	0.36			0.36
Total estimated quantities	8100	1850			1150
Estimated quantities moved or placed to date	8100	1850			1150
Average daily quantities Past Week	---	50			---
Average daily quantities necessary to complete project on time	---	---			---
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		8			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Overcast		
Monday	Showers		
Tuesday	Showers		
Wednesday	Fair		
Thursday	Fair		
Friday	Overcast		
Saturday			

State Printing Dept. 38842

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AUG - 8 1950
FOR FILING

15-1603

3358

August 7, 1950

Valley Concrete Company
Independence, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of each of the following contracts:

Contract No. ~~3358, whi~~ch was awarded to you on July 10, 1950, by the State Highway Commission, covering Pavement Widening on the Ashland Undercrossing Section of the Pacific Highway in Jackson County.

Contract No. 3366, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Paving on City Street in Eagle Point (West Main St.) in Jackson County.

These copies are for your records and files.

An executed copy of each of the above contracts is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

RECEIVED
FOR FILING

15-1603

3358

July 12, 1950

Valley Concrete Company
Foot of "C" Street
Independence, Oregon

Gentlemen:

The State Highway Commission on July 10, 1950 awarded you Contract No. 3358 for pavement widening and resurfacing on the Ashland Undercrossing Section of the Pacific Highway, in Jackson County. This award was based on your low bid of $26,213.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

FORM E-30 25M 3-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1950

C
O
P
Y

SUBJECT:

To: Mr. I. A. De France

Reference is to your letter of May 12, transmitting a project submitted by Mr. Lytle, covering the construction of a third lane for trucks on the Pacific Highway north of the Ashland Undercrossing, and the details concerning the transfer or the cancellation of some projects included in the Minor Betterment Budget, in order to provide funds to finance the project now estimated to cost $21,000.

The manner recommended for transfers or cancellations is herewith approved, which results in an amount available in the Minor Betterment Budget to finance the project.

/s/ W. W. Stiffler

WWS:er

cc: M. H. Hawke
H. G. Smith
V. G. O'Neil

Noted by:
I. A. De France
John Bond
E. A. Collier
A. F. Parson

C
O
P
Y

Salem, Oregon
May 12, 1950

Contract Project - Widening at
Ashland

Mr. W. W. Stiffler
Assistant State Highway Engineer

Dear Sir:

We hand you herewith Special Provisions, Estimate Data, Map and Profile submitted by Mr. Lytle covering the widening of the Pacific Highway, Station 10+35 to 29+50, North of the Ashland Undercrossing, to provide a third traffic lane or passing lane.

This item was included in the Minor Betterment Budget; however, it was originally contemplated as an oil surfaced widened shoulder. After further study, it has been considered wise to change the improvement to provide a paved surface instead of oiled surface and, as a result, the cost is much greater than was originally estimated. The budget item provided $8,000 for this improvement. The project, as proposed by Mr. Lytle, is estimated to cost $21,000.

To cover this increase in cost, we recommend that the $11,000 included in the Minor Betterment project for the widening of ten miles of the Redwood Highway south of Grants Pass, which project has been eliminated from the program due to proposed construction, be transferred. We recommend also that the $2,500 set up in the Minor Betterment Budget for the construction of three sand wells to drain the flat adjacent to the Yamhill River Bridge south of McMinnville be transferred to make up the balance necessary for the project. It is possible that the construction of the sand wells may be desirable at some time in the future; however, we believe this work can easily be deferred until 1951. Mr. O'Neil has already been given copies of the Special Provisions and, if the transfer of funds is approved, Mr. O'Neil can proceed to prepare the project for the June letting. Please advise.

Very truly yours,

I. A. De France
Assistant Maintenance Engineer

IAD/bm
Encls.
cc H. G. Smith
V. G. O'Neil

RECEIVED
AUG 22 1949
FOR FILING

Salem, Oregon
August 18, 1949

Mr. W. W. Stiffler

Please put in the next budget for minor betterment the building of a truck lane just north of the underpass north of Ashland on US99, also the widening of the penetration macadam on US199, starting about five miles south of Grants Pass, for a distance of about ten miles. It is the old penetration macadam laid by Sam Boardman twenty years ago. I believe you should put at least one foot of widening on each side.

Also, please arrange to paint the lanes on the one-way streets in Medford.

6- 1950

R. H. Baldock

RHB:hi

cc Mr. W. C. Williams

15-3409 Prospect Maintenance Bldg., 1950
on Crater Lake Highway

#3357

RECEIVED
FOR FILING

3419

ORECON STATE HICHWAY COMMISSION
(date)
Feb. 21, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3357	3-final	R. H. Jones

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2473	10216	$ 2,190.41	2/20/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Nov. 30, 1950

Time Extensions: None required

Completion Date: Nov. 30, 1950

Date Accepted: Dec. 19, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 2-23-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: FEB [illegible] 1951

NOTED ON CARD
[illegible]-51

RECEIVED
FEB 21 1951
FOR FILING

[illegible]

[illegible]

Mrs Lewis

February 20, 1951

Overhead Door Company of Oregon, Inc.
3508 S. W. Moody, Foot of Curry
Portland 1, Oregon

Gentlemen:

We acknowledge with thanks your letter of February 15 advising that your claim against Mr. Jones is an error and that you have been paid in full for materials furnished on State Highway Contract No. 3357 for construction of a maintainance building at Prospect, Oregon.

We will notify the surety and Mr. Jones that your letter has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ehr

NOTED ON CARD

The "OVERHEAD DOOR"
OPENS UP COMPLETELY OUT OF THE WAY
for

HOME OFFICE
OVERHEAD DOOR CORPORATION
HARTFORD CITY, INDIANA, U. S. A.

SALES OFFICE
SEATTLE
YAKIMA
BOISE
SPOKANE
TACOMA
WENATCHEE

OVERHEAD DOOR COMPANY OF OREGON, INC.
3508 S. W. MOODY, FT. OF CURRY - PHONE BR. 5559
PORTLAND 1, OREGON

February 15, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Dear Sir:

Re: State highway, Contract no. 3357
Mr. R. H. Jones

Many thanks for your letter of February 12, 1951. Upon checking further into this matter, we find that this office was in error and that Mr. R. H. Jones has paid us in full on the above mentioned job on January 2, 1951. We are very sorry that this error occured, and trust that we have not in any way endangered Mr. Jone's credit status.

Yours very truly,

OVERHEAD DOOR COMPANY OF OREGON INC.

M E Munly
M. E. Munly

MEM:by
cc: Mr. R. H. Jones

REFERRED TO
BY SECRETARY

RECEIVED
COMMISSION

[illegible]

H. B. GLAISYER

February 14, 1951

State Hiwy Con# 3357
R. H. Jones.

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

I am enclosing a copy of a letter, the original which you received from the Oregon State Highway Commission. I have just had a telephone call from the Overhead Door Company advising that the claim against R. H. Jones was in error. The account was paid to them more than sixty days ago but an error was made in their accounting department, and Mr. Jones has a cancelled check showing the account was paid.

Yours very truly,

C. A. TOMASSENE & SONS

By: CA Tomassene

HBK:mw
Encl.

[illegible] DEPARTMENT
Gleaves
remain in card
Did we get a letter from
Overhead Door Co?

RECEIVED
FEB 21 1951
FOR FILING

15-3407

3357

Mrs Lewis

February 20, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a letter from the Overhead Door Company dated February 15 advising that their claim against Mr. R. H. Jones for materials furnished on construction of the maintainance building at Prospect, State Highway Contract No. 3357, had previously been paid.

They advise that, due to an accounting error, Mr. Jones had not been credited for payment of the amount which was paid in full on January 2, 1951.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:ehr

cc Northwest Branch Office, Continental Casualty Company
Mr. Werner H. Bruce, Manager
1411 Fourth Avenue Building
Seattle, Washington

C. A. Tomassone and Sons
R. H. Jones
Members of the Commission
R. H. Baldock
G. C. Williams

RECEIVED
14 1951
FOR FILING

15-3103
3357

Mrs Lewis

February 12, 1951

Overhead Door Company
3508 S. W. Moody, Foot of Curry
Portland 1, Oregon

Attention Mr. M. E. Munley

Gentlemen:

This is to acknowledge your letter of February 9 in which you state that Bemis and Company owes you $900 in connection with the Veneta Building, State Highway Contract No. 3292 and that Mr. R. H. Jones owes you $750 in connection with the Prospect Maintenance Building, State Highway Contract No. 3357.

On September 18, 1950, we received a letter from you advising us of a claim in the amount of $900 against Bemis and Company in connection with their operations on State Highway Contract No. 3292 for construction of a maintenance building at Veneta in Lane County. The surety who furnished the performance bond for the above contract is Peerless Casualty Company and their agent is M. B. Waterbury, Board of Trade Building, Portland 4, Oregon.

In connection with your claim against Mr. R. H. Jones, on State Highway Contract No. 3357, we can advise you that this contract was completed on November 30, 1950 and accepted by the Commission, December 19, 1950. The surety on this contract is Continental Casualty Company whose agent is C. A. Tomassene and Sons, 614 Wilcox Building, Portland 4.

In each of these claims, we will notify the surety and the contractor that your claim has been filed in this office. If you wish to protect your claim for a period longer than six months following completion and acceptance of your jobs, it is suggested that you file your claim with the Secretary of State. Attached is an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

[illegible] ON CARD

FAQ:ehr - Encl

Secretary

The "OVERHEAD DOOR"

OPENS UP COMPLETELY OUT OF THE WAY

for

HOME OFFICE
OVERHEAD DOOR CORPORATION
HARTFORD CITY, INDIANA, U. S. A.

SALES OFFICE
SEATTLE SPOKANE
YAKIMA TACOMA
BOISE WENATCHEE

OVERHEAD DOOR COMPANY
3508 S. W. MOODY, FT. OF CURRY - BR. 5559
PORTLAND 1, OREGON

February 9, 1951

Oregon State Highway Commission
Salem, Oregon

Veneta 3292
Prospect 3357

Attention: H. B. Glaisyer

Gentlemen:

We still have two outstanding accounts for Overhead Doors on state highway maintenance jobs. One against Bemis & Co. in the sum of $900.00 on the Veneta building, and the other with R. H. Jones in the sum of $750.00 on the Prospect Maintenance buildings, Jackson, Oregon.

Will you kindly check in to this and see what you can do for us on expediteing payment.

Yours very truly,

OVERHEAD DOOR COMPANY OF OREGON INC.

M E Munly
M. E. Munly

MEM:by

REFERRED TO
BY SECRETARY

RECEIVED
STATE HIGHWAY COMMISSION

RECEIVED
14 1951
FOR FILING

15-2407

3-5-1

Mrs Lewis

February 12, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have today received a letter from the Overhead Door Company, 3508 S. W. Moody, Foot of Curry, Portland 1, advising that they have a claim against Mr. R. H. Jones in the amount of $750 in connection with the construction of the maintenance building at Prospect in Jackson County, State Highway Contract No. 3357.

This information is provided as the Continental Casualty Company appears as surety on the performance bond furnished in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ehr

cc C. A. Tomassene and Sons
614 Wilcox Building
Portland 4, Oregon

R. H. Jones

RECEIVED
MAR 8 1951
FOR FILING

15-3409

3357

February 7, 1951

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 3357, covering construction of maintenance building at Prospect, Jackson County, has been completed by the contractor, R. H. Jones, and that final payment in the amount of $2,190.41 will be made on or after February 17, 1951.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $11,933.43, and that no force account work was performed on the project. This contract was completed on November 30 and accepted by the Highway Commission on December 19,1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

RECEIVED
FOR FILING
15-3409

3357

August 10, 1950

Mr. R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3357 which was awarded to you on July 10, 1950 by the State Highway Commission, covering maintenance building at Prospect, Oregon, Jackson County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
JUL 13 1950
FOR FILING

15-3409

3357

July 12, 1950

R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Mr. Jones:

The State Highway Commission on July 10, 1950 awarded you Contract No. 3357 for construction of the Prospect Maintenance Building, on the Crater Lake Highway, Jackson County. This award was based on your low bid of $11,897.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

RECEIVED
1950
FOR FILING
FORM E-30 25M 1-50 37835

15-3409

3357

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 2, 1950

SUBJECT: Prospect Maintenance Building

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

In your letter of May 31 you suggest that our estimate on the Prospect building was too low. This building is identical with buildings at Hood River, Brogan, and Fossil. The bids which we received on these buildings are as follows: Hood River - $9,283.72; Brogan - $11,187.00; Fossil - $9,880.16.

Our estimate on the Prospect building for comparison of bids was $13,260, which would allow us to award on a bid of $14,586. It is my belief that our estimate is ample for this structure. We only received one bid, and it may be that competition will be better next letting.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

GSP:gm

NOTED
W. W. STIFFLER

1716

Salem, Oregon
May 31, 1950

Mr. G. S. Paxson

The low bid received May 25 for the Prospect maintenance building, submitted by H. Barnhart, Medford, was $15,420.92, which was rejected as being in excess of the engineer's estimate.

No bids were received on the small cottage for the Blue Mountain Station headquarters on the I. C. N. Highway.

The Commission ordered both projects to be readvertised, bids to be received at the next meeting.

Is it possible that your estimate on the Prospect building was a little low?

W. W. Stiffler

WWS:er

cc: S. H. Probert
I. A. De France

NOTED
W. W. STIFFLER

2-30 25M 1-50 37538

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 14, 1950

SUBJECT: Prospect Maintenance Building

To: Mr. W. W. Stiffler
Assistant State Highway Engineer

Dear Sir:

We have in the 1950 Maintenance Station Improvement Budget, an item to construct a standard maintenance station at Prospect.

It is proposed to build a 32'x78'8" block building with septic tank and plumbing, wiring and lighting, service station, well, surfaced and oiled grounds, and fence. Mr. Paxson is preparing standard plans, copies which will be available to accompany you to the Highway Commission meeting.

Mr. Paxson's estimate of cost for the building and septic tank is $13,200, plus 10 percent for engineering, making a total of $14,520. In addition to the contract construction of the building, there will be state force -

Grading and grubbing	$ 800
Subbase surfacing	1,000
Surface and oil	1,000
Fence and gate, 100 rods	450
Pumps, tanks, canopy and island	1,200
Well and pump	900
Pump house	200
Overall Total	$19,070

This project should be advertised and bids received at the May Commission meeting and we recommend that authority be obtained to do this.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD/bm

304-1701 12th Avenue Bridge in 1950
#3356 Seaside

RECEIVED
16 1951
FOR FILING

304-1721

3356

OREGON STATE HIGHWAY COMMISSION
(date)
June 15, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3356	5-final	Lindstrom Bros., Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9745	R-17792	$ 3,941.16	June 15, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Feb. 28, 1951

Time Extensions: Extended to April 6, 1951 without penalty

Completion Date: April 6, 1951

Date Accepted: May 24, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-15-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
6-15-51

Warrant Mailed: JUN 15 1951
A. A. Wahlander

RECEIVED
JUN 8 - 1951
FOR FILING

June 6, 1951

Lindstrom Brothers, Inc.
7335 N. E. Broadway
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting on May 24, 1951, had under discussion your request for an extension of time of six days, from March 31 to April 6, 1951, within which to complete your contract No. 3356 for construction of Necanicum River Bridge on 12th Avenue in Seaside, Clatsop County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Mason,
Division Engineer

Geo. Danforth,
Resident Engineer

G. S. Paxson,
Bridge Engineer

June 4, 1951

Mr. Lester U. Raw
Mayor, City of Seaside
Seaside, Oregon

Dear Sir:

In connection with the completion of the 12th Avenue bridge construction as a special city allotment project in the City of Seaside, the City will receive a refund of approximately $11,500 from its advance deposit of $32,500.

The State Highway Department will be in the process of moving into the recently completed State Highway building for the next two weeks. Immediately following this move, costs will be available to determine actual final cost of the bridge. As soon as possible thereafter, the refund will be made. I wish to apologize for this unavoidable delay.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

NOTED
Harold C. Ayers

John W. Cattrall
Engineer, County and City Relations

JFH:[illegible]

RECEIVED
FOR FILING
304-1901

3356

May 31, 1951

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3356 covering construction of Necanicum River Bridge on 12th Aveune in Seaside, Clatsop County, was completed April 6, 1951 and was formally accepted by the Highway Commission on May 24, 1951.

Final payment in the amount of $3,941.16 will be paid to the contractor on or after June 11, 1951. The total contract amount is $33,235.90, of which amount $1,304.24 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

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MAY 10 1951
FOR FILING

[illegible]

3356.

May 8, 1951

Request for extension of time
No. 2
May 24 and 25 meeting.

State Highway Commission

Gentlemen:

Re: Necanicum River Bridge
in Seaside, Contract No. 3356
Lindstrom Bros., Contractor

Herewith copy of application for a second extension of time in the amount of six days, from March 31, 1951 to April 6, 1951, covering the time required by the contractor to complete the surface finishing of the structure. The structure was opened to traffic within the first time extension, and no inconvenience or additional cost was incurred because of the additional overrun in time.

It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

OSP:gm

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APR 1 [illegible]
FOR FILING

April 17, 1951

Lindstrom Brothers,Inc.
7335 N. E. Broadway
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on April 13, 1951, had under discussion your request for an extension of time of 31 days, from February 28 to March 31, 1951, within which to complete your contract No. 3356 for construction of the Necanicum River Bridge on 12th Avenue in Seaside, Clatsop County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Eason,
Division Engineer

George Danforth,
Resident Engineer

G. S. Paxson,
Bridge Engineer

[illegible]

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FOR FILING

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3356

February 28, 1951

Request for extension of time
No. 1
April 12 and 13 meeting.

State Highway Commission

Gentlemen:

Re: Necanicum River Bridge
on 12th Avenue in Seaside
Contract No. 3356
Lindstrom Bros., Contractor

Herewith application for time extension from February 28 to March 31, 1951, to complete the Necanicum River Bridge on 12th Avenue in Seaside. This structure is complete except for a small amount of finishing of the concrete surfaces. It was opened to traffic prior to the contract completion date. The finishing yet to be done cannot be satisfactorily completed until we have better weather than we had during February.

In view of this we are recommending that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

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FEB 14 1951
FOR FILING

3-4-1701

3356

February 9, 1951

2461
2450

Mr. Don McNeil, Manager
Chamber of Commerce
Seaside, Oregon

Dear Sir:

With further reference to the dedication of the Twelfth Avenue Bridge in Seaside, I can now advise that Mr. P. M. Stephenson, Assistant Bridge Engineer with the department, will be in Seaside on February 17 for the dedication. He will call at your office sometime before noon on that day.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP/ds

cc G. S. Paxson

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FOR FILING

304 1701

356

2461
2480

February 6, 1951

Mr. Don McNeil, Manager
Chamber of Commerce
Seaside, Oregon

Dear Sir:

The date of February 17 for the official opening of the Twelfth Avenue Bridge is satisfactory to us. We will have a representative of the department in Seaside for the opening. I am not sure who will attend, but will advise you later.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
W. C. WILLIAMS

GSP/ds

cc G. S. Paxson

ASSIGNMENT

No. 2480 wcw
By

uary 5, 1951

ription: Letter of February 2 by Don McNeil, Mgr. of Seaside Chamber of Commerce (our file, consisting of Don McNeil's letter of January 23 and Mr. Stiffler's reply, attached). All re the opening of the 12th Avenue Bridge at Seaside

Acknowledged by _ _ _ _ _ Referred to _ _ _ _ Paxson ✓ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xx Please prepare for _ _ _ Mr. Baldock's _ _ _ _ _ _ _ _ signature
_ _

Assignment executed 2-6-51 me _ Report received _ _ _ _ _ _ _ _ _

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SEASIDE has everything

Seaside
Chamber of Commerce
Seaside, Oregon

February 2, 1951

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

R. H. Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The community of Seaside has set the date for the opening of the Twelfth Avenue Bridge on the afternoon of February 17.

The local committee is working out final arrangements for the ceremony. If one of your representatives could be here on that date around noon, it would be greatly appreciated. If the representative could drop by the Chamber office or call us on arrival, we can brief him concerning the scheduled plans.

Sincerely,

SEASIDE CHAMBER OF COMMERCE

DM McNeil

Don McNeil, Manager

DM/am

Williams
[illegible]

RECEIVED
FEB 6 - 1951
[illegible] STATE HIGHWAY COMMISSION
[illegible] DEPARTMENT

January 31, 1951

Mr. Don McNeil, Manager
Chamber of Commerce
Seaside, Oregon

Dear Sir:

Reference is made to your letter of January 23, concerning the opening of the Twelfth Avenue Bridge at Seaside.

In so far as the bridge itself is concerned, it could be opened at any time, as there is only a small amount of concrete finishing to do. From our field reports it seems that the opening will depend entirely on the approach embankment and surfacing which is being done by the city. I would suggest that you confer with the city and set any date that is satisfactory to them.

If you will let us know what date is set, someone from the Highway Department will be present at the opening.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson
F. D. Eason
George Danforth

ASSIGNMENT

uary 26, 1951

No. 2461 WCW
B

escription: Don McNeil's letter of January 23 re opening of Twelfth Avenue Bridge

Acknowledged by _____ Referred to ____Paxson ✓_____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xx Please prepare for __Williams'____________ signature

Assignment executed 2-5-51 Report received ________

Remarks: Suggest ~~xxxx~~ you or Stephenson represent Highway Dept. Eason may want to go. WCW

Seaside has everything

Seaside Chamber of Commerce
Seaside, Oregon

January 23, 1951

Mr. Williams
Please prepare an answer to this letter and designate whom you wish to represent the Department.

R. H. Baldock
Oregon State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Seaside is planning a small ceremony in connection with the opening of the Twelfth Avenue Bridge being completed by the State Highway Commission. The Chamber of Commerce will cover the publicity and photos.

I have been requested to write you concerning the proposed opening date by the Highway Commission and whether or not it will be possible to have one or two representatives of your department here for the occasion.

We understand the city plans to widen the approaches to the bridge very shortly, and this may perhaps be completed within the next two or three weeks. We would appreciate knowing definitely by whom the bridge is declared open--by your department or the city after the approaches have been completed. Any information you may give us on this will be appreciated.

Sincerely,

CHAMBER OF COMMERCE

Don McNeil, Manager

DM/am

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

RECEIVED
JAN 24 1951
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

304-1701

3356

July 31, 1950

Lindstrom Brothers, Inc.
7335 N. E. Broadway
Portland 16, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3356, which was awarded to you on July 10, 1950, by the State Highway Commission, covering the Necanicum River Bridge on 12th Avenue in Seaside in Clatsop County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc
Enc.

Recorded 7/31/50 f.

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FOR FILING

309-1901

3356

July 12, 1950

Lindstrom Bros., Inc.
7335 N. E. Broadway,
Portland, Oregon

Gentlemen:

The State Highway Commission on July 10, 1950 awarded you Contract No. 3356 for the 12th Avenue Bridge in Seaside, Clatsop County. This award was based on your low bid of $33,205.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

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FORM E-30X 15M 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25, 1950

SUBJECT:

To: Mr. G. S. Paxson
Bridge Engineer

Mr. F. D. Eason
Division Engineer

L Mr. S. H. Probert
Office Engineer

Attached is an unexecuted copy of an agreement with the City of Seaside for the reconstruction of the 12th Avenue bridge from the $250,000 city allotment fund.

The distribution of copies of this agreement is as follows:

Secretary, Highway Commission	1
City of Seaside	1
Bridge Department	1
County and City Relations	1
Division No. 2	1
Office Engineer	1

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

[redacted]
Att.

cc: Mr. L. H. Warfield ✓

RECEIVED
FOR FILING

May 22, 1950

Robert T. Urie, City Recorder
City Hall
Seaside, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your city a fully executed copy of an agreement between the State of Oregon, by and through its State Highway Commission, and the City of Seaside covering a cooperative project consisting of the reconstruction of a bridge on 12th Avenue in Seaside.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

RECEIVED
MAY 16 1950
FOR FILING

May 16, 1950

Oregon State Highway Commission

Gentlemen:

To Mr. Glaisyer's copy of this report I am attaching copies of an agreement, which have been executed by the City of Seaside, covering a cooperative project consisting of the reconstruction of a bridge on 12th Avenue in Seaside, which project the Commission approved as being eligible to participate in the special State Tax Street Fund.

The total estimated cost of the project is $57,500. By the terms of the agreement the State shall pay the sum of $15,000, and the City shall pay the balance of the cost.

The agreement form has been approved by the Chief Counsel as well as the Assistant State Highway Engineer.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. W. W. Stiffler
Mr. J. W. Cattrall

WWS:me bl

RECEIVED
MAY 31 1950
FOR FILING

Salem, Oregon
April 28, 1950

Mr. H. B. Glaisyer
Secretary

We are handing you herewith Check No. 9547 from the City of Seaside, signed by Mayor Lester U. Raw and City Recorder Robert Urie.

This check, in the amount of $32,500, represents the advance payment to the State Highway Commission as per the agreement dated April 27, 1950, between the City of Seaside and the State Highway Commission. This agreement was prepared in connection with the cooperative project in Seaside from the $250,000 special city allotment 1949 funds.

John W. Cattrall
HCA
John W. Cattrall
Engineer, County and City Relations

HCA:MM
Encl.

cc: Mr. W. C. Williams
Mr. M. E. Hawke

Rec'd and forwarded
to Accounting 12th St
to deposit in
general fund.
4-28-50
HBG

RECEIVED
APR 27 1950
FOR FILING

Salem, Oregon
April 26, 1950

Seaside

[illegible]
W. C. WILLIAMS

Mr. John W. Cattrall

At the Commission meeting last week, reports were rendered by the Engineer and Chief Counsel on the Twelfth Avenue Bridge in the City of Seaside. After duly considering both reports, the Commission unanimously decided that the project qualifies for participation in the Special State Tax Street Fund.

W. W. Stiffler

WWS:er

cc: G. S. Paxson

RECEIVED
MAY 24 1950
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK ✓
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

C

April 18, 1950

Mr. Ben R. Chandler, Chairman
State Highway Commission
101 North Broadway
Coos Bay, Oregon

Mr. Chas. H. Reynolds, Member
State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

Gentlemen:

This is more or less a companion letter to the letter addressed to you over the signature of Mr. Baldock under date of April 14 relative to the authority of the Commission to use and employ State Highway funds made available under the provisions of Chapter 425, Oregon Laws 1949.

The question before the Commission is one with respect to its authority to use Highway Funds for the reconstruction of a bridge located on 12th Avenue in the City of Seaside.

The law by which Highway revenues are allocated to cities contains a provision by which $250,000 of the amount allocated is withdrawn from the major appropriation each year and is set up in a separate account to be administered by the State Highway Commission. That law provides that, "Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic." Whether or not the bridge under consideration qualifies for any of the benefits of said $250,000 is a question of fact primarily. In the first place, the bridge must be located on a street which is not a part of the State Highway system. In other words, it must be on a street which not only is not a State Highway but is on a street over which the Highway Commission has not elected to route State Highway traffic. The answer to that question should not be difficult because whenever the Highway Commission selects a street over which to route State Highway traffic it must disclose such action in its official records. The records will also easily disclose whether or not the street involved; namely 12th Avenue in Seaside, is a State Highway.

If the bridge is on a street which is not a part of the State Highway system then the next qualification it must satisfy is the question as to whether its impaired condition is due to a sudden increase in population. That does not mean an increase in the population of Seaside generally, but an increase in the population in the area where the bridge is located. If an impaired condition of the bridge is not due to an increase in population but is due to the results of heavy and unusual industrial traffic then the bridge may qualify for the benefits of the $250,000.

By way of summary, before the bridge can share in the $250,000 allocation it must

(1) Be on a street which is not a part of the State Highway system;

(2) Its impaired condition must be due to a sudden increase in population in the area of the bridge;

(3) Its impaired condition may be due to a sudden increase in industrial traffic.

Answers to those questions should be furnished the Commission by the Engineering Department and those answers should be offered in facts which the Commission may weigh and upon which it may base its decision.

Very truly yours,

J. M. DEVERS

JMD:MH

cc - R. H. Baldock

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APR 27 1950
FOR FILING
FORM E-80 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1950

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Attached please find a letter from Mr. Lester U. Raw, Mayor of Seaside. It appears that this letter might clear up some misunderstanding regarding commitments reportedly made to the city of Seaside.

In my report of April 14 Mr. Crandall's estimate of the average daily traffic was inadvertently omitted. Mr. Crandall's report is as follows: "The 1936-37 counts indicated a volume of 459 vehicles using the bridge. Applying the percentage of increase for the State as determined for 1949 we are of the opinion that the average daily traffic is approximately 1,000 vehicles."

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

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APR 17 1950
FOR FILING

April 14, 1950

Oregon State Highway Commission

Gentlemen:

At the April 3 meeting you requested the Engineer to report on the physical condition and the Counsel to report on the law, in order that you might decide whether or not to cooperate with the City of Seaside in the building of a new bridge at 12th Avenue.

We have made a further investigation, and I give you the following report:

In the first instance, the 12th Avenue bridge is the only bridge in the northern part of Seaside across the Necanicum River. The closest bridge south from 12th Avenue is the bridge at 4th Avenue. There is only one street leading into the northern section of Seaside from 4th Avenue, and this is a narrow street with four right-angle turns and insufficient width to permit passage of large trucks hauling lumber, construction supplies, et cetera. The portion of Seaside north of 6th Avenue has had a heavy increase in population, the increase being estimated at 20% in the last 18 months. This is based on information secured from the Pacific Power and Light Company and computed from its new electrical connections. In this area there are now three grocery stores, five apartment buildings, approximately 200 auto court units, and 136 residences. All traffic to these buildings would normally be by way of 12th Avenue.

In addition to the above, this bridge was subjected to heavy and unusual traffic during the latter months of 1949 by reason of the Federal Government's building a rock breakwater around the tip of Necanicum Point at the north limits of Seaside. In constructing this breakwater, 41,000 cubic yards (57,500 tons) of rock were hauled in five-yard trucks across the 12th Avenue bridge, and the resultant damage made necessary the closing of the bridge to all vehicular traffic by the City, and the building of a new bridge to replace it.

The Chief Counsel will render you a separate report. This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

FORM E-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 14, 1950

SUBJECT: Seaside 12th Avenue Bridge

To: Mr. W. C. Williams
OFFICE

W. C. WILLIAMS

In accordance with your instructions further investigation has been made to bring out the qualifying facts for recommendation for the approval of a project in Seaside under the $250,000 city allotment fund.

Last winter, due to the severity of the storms at sea and the impending danger of the destruction of the city's sewage disposal system located on North 19th Avenue, the Federal Government made available the sum of $50,000 for the purpose of building a rock breakwater to save the disposal system. This construction consisted of the placing of approximately 41,000 cubic yards (57,500 tons) of rock hauled in 5 cubic yard trucks, and the resultant damage to the 12th Avenue bridge made it necessary for the city to close the bridge to all vehicular traffic and to construct a new bridge.

There are six additional bridges located on various streets through the city. The Broadway bridge is the only concrete bridge. The balance are untreated timber structures. The 4th Avenue and the Avenue "G" bridges are in immediate need of major repair, balance are old but in good condition.

The Broadway bridge is closed to truck traffic at 12 ~~M.~~ Noon for the balance of the day due to traffic congestion on Broadway which leaves two bridges north of Broadway that can be used by trucks.

Downing Street, 20 feet in width, is the only north-south street west of the Necanicum River and north of Broadway. This street has four right angle corners located at 5th Avenue and 9th Avenue. These are so narrow and sharp that only one car can negotiate these turns at one time. Long loads such as lumber and other construction materials are unable to use this street and it is almost impossible for fire fighting equipment to reach the northern part of town as the 1st and 4th Avenue bridges are south of the bottle neck and therefore trucks must use the 12th Avenue bridge.

The Pacific Power and Light Company advised that they have made 120 "new or additional hook-ups" since the "middle" of 1948 in the northern district of the city--"an increase in population in the area."

There are three grocery stores and five apartment buildings, also 336 residences and auto courts of which 59% are multiple family dwellings of six or more units located north of 6th Avenue. These businesses are practically dependent on tourists using the 12th Avenue bridge.

The economy of the city lies principally in the tourist trade as a recent survey found that 84.6% of the total economy within the corporate limits of Seaside came from the tourist business. Therefore the chief commercial business of the city lies in its rental buildings, a considerable number of which lie in the vicinity of and are dependent to a great extent upon the 12th Avenue bridge.

Principally because of the above facts--the damage to the bridge due to "...heavy and unusual industrial traffic" (the hauling of revetment rock) and a "...heavy increase in population in the area" (as shown by the Pacific Power and Light Company figures)--we were led to recommend the allotment of funds to aid in the construction of the 12th Avenue bridge.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

HCA:MM

MEMORANDUM OF ARGUMENT BEFORE THE STATE HIGHWAY
COMMISSION UPON REQUEST FOR $15,000.00 FROM
SPECIAL NEED FUND AS SET FORTH IN CHAPTER 149,
OREGON LAWS 1949, PAGE 179-180.

I. FINANCIAL NEED: The City of Seaside has $15,000.00 in their District Road Fund; $28,000 in their State Tax Street Fund; which is the only money available for the building of the 12th Avenue Bridge. This totals $43,000.00. The appraches now being filled will cost the city $12,000.00, $2,000.00 will be needed for water roadway line, the bridge estimate for the bridge itself excluding the fill will cost $43,000.00, or a total cost of the project of $57,000.00. Using all the money now available in the sum of $43,000.00 leaves a balance to be raised in the sum of $17,000.00.

II. PHYSICAL NEED FOR IMPROVEMENT:

A. Population: The City of Seaside has a permanent population of 6000 people which is double the amount of people than were here in 1940. Because of the Wolf Creek Highway, our summer population including our population is around 45,000. Most of the population activity is west of the Necanicum River which intersects the city running north and south. Within a space of 1 mile, we have 6 bridges taking care of this traffic. The most important bridge in the northern sector of town is the 12th Avenue Bridge which most of the population leving in the north end from 4th Avenue to our disposal plant on 22nd Avenue.

B. Streets into the Northern Area West of the Necanicum River: The City has one street 18 feet wide, which takes care of all traffic west of the Necanicum River and north of Broadway Street, which is the main street running east and west. This street is very narrow, wide enough for only 2 cars to pass, excluding parked ones. Truck traffic is virtually impossible along this narrow street.

C. Other Bridges: Last year, Avenue G Bridge was completely rebuilt, but because of our limited funds, it was necessary that we had to build a wooden structure. The cost to the City in building this structure was approximately $18,000.00. The approaches were filled so that the approaches at least are permanent, but the bridge itself will have to be replaced with a more permanent structure within a few years. All bridges will have to be replaced within a period of 8 years.

D. New Improvements: Because of increased use of facilities; Broadway Street traversing the main section of the city east and west is very narrow and is a one-way street. We have no outlet of traffic at the Prom, so from Columbia Street to the Prom, which is 1 block, it was naturally necessary to have two-way traffic. There is, therefore, a bottleneck of traffic at Columbia and Broadway. Experts inform us our Number 1 project is to open up traffic on Broadway and the Prom to the north and south. It would cost the City about $ $150,000.00 to do this, and this was considered to be a Number 1 project by the Planning Commission and a matter that had to be taken care of in the immediate future. Our Number 2 project was to take care of the traffic from the main business section of the City to 12th Avenue by constructing a River Boulevard along the west side of the Necanicum to 12th Avenue to eliminate traffic hazards and increase the flow of traffic by reason of our narrow street mentioned above.

E. Disposal Plant and Beach Erosion: Last winter because of the severity of the storms, our disposal plant was threatened. Our disposal plant is located west of the Necanicum River and north of the 12th Avenue Bridge. An appropriation was made by the Federal Government in the sum of $50,000.00 for the purpose of constructing a rock breakwater. Every truck traffic was used on the 12th Avenue Bridge during this period of time. The dangers threatening the disposal plant are only partially eliminated. Further, the mouth of the Necanicum, as it omits into the ocean has caused serious erosion to the property in that area and this property will probably need further erosion benefits.

F. Fire Hazard: The entire north end of Seaside is composed of wooden structures which are built close together. The only real service into the north end of town is over the 12th Avenue Bridge. $3,000.00 was spent on this bridge

Pacific Power & Light.

3455 - 48 - Pick up in Customers! 1948 200

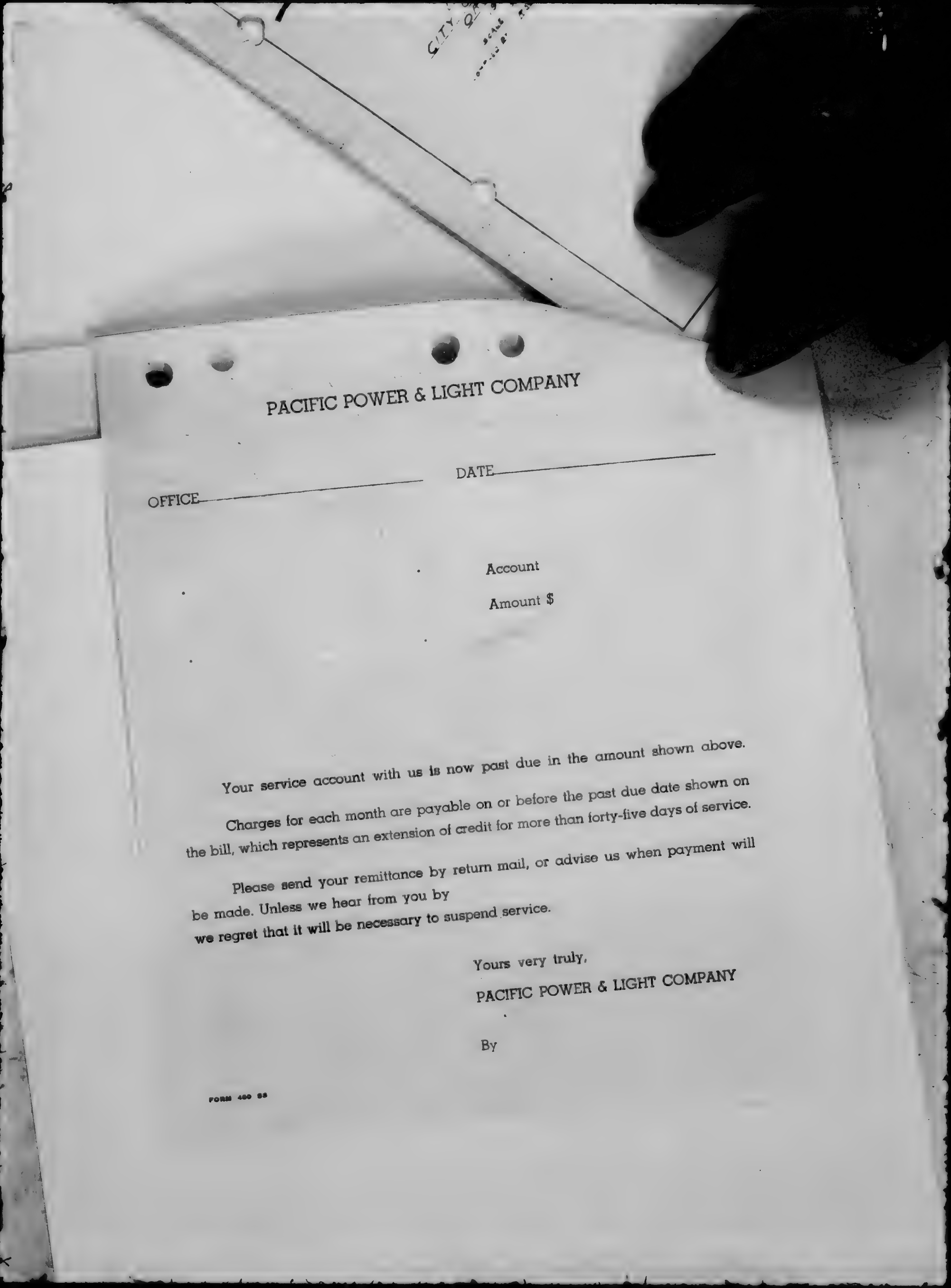
4240 - 49 - 1949 } 1950 } 120 in north end on west side

41 - Dec

4217

4240
3455
785 in city

5/3/58



PACIFIC POWER & LIGHT COMPANY

OFFICE________________ DATE________________

Account

Amount $

Your service account with us is now past due in the amount shown above.

Charges for each month are payable on or before the past due date shown on the bill, which represents an extension of credit for more than forty-five days of service.

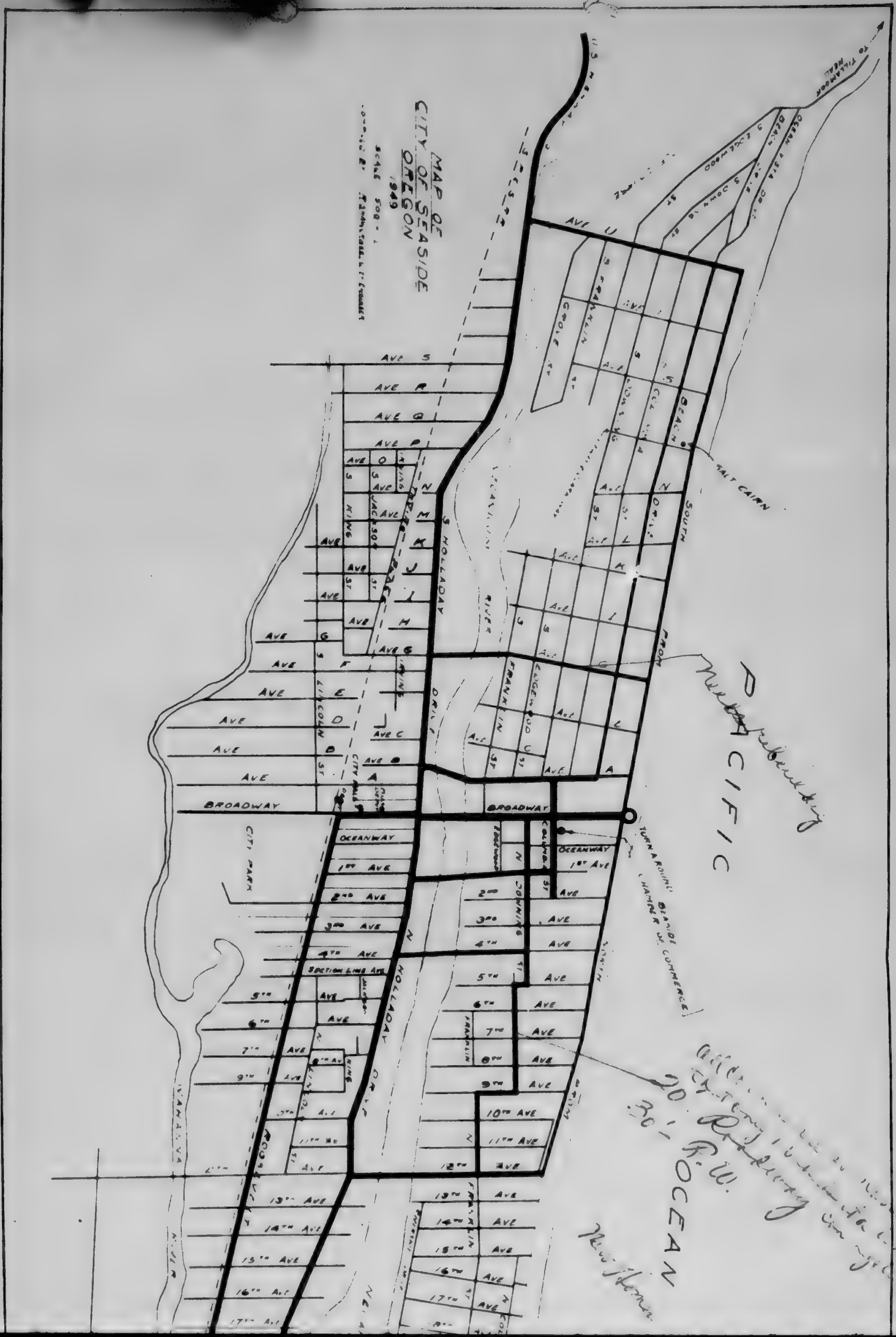
Please send your remittance by return mail, or advise us when payment will be made. Unless we hear from you by
we regret that it will be necessary to suspend service.

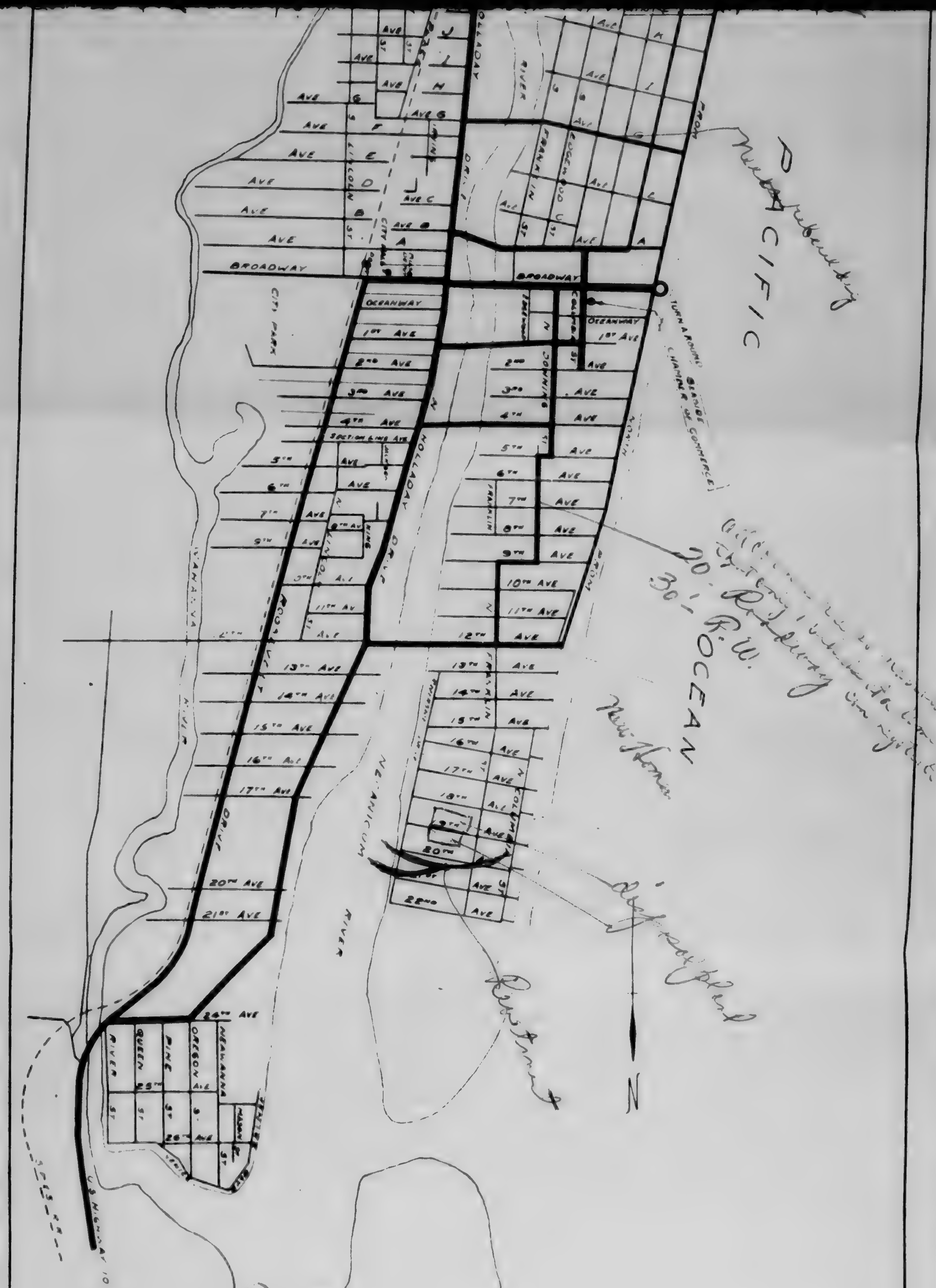
Yours very truly,

PACIFIC POWER & LIGHT COMPANY

By

FORM 460 55

MAP OF
CITY OF SEASIDE
OREGON
1949
SCALE 500 - 1
PACIFIC
OCEAN
U.S. HIGHWAY
S.P. & S. RY.
TO TILLAMOOK HEAD
AVE U
S. FRANKLIN
GROVE ST
BEACH
SALT CAIRN
SOUTH
PROM
AVE S
AVE R
AVE Q
AVE P
AVE O
AVE N
AVE M
AVE L
AVE K
AVE J
AVE I
AVE H
AVE G
AVE F
AVE E
AVE D
AVE C
AVE B
AVE A
S. JACKSON
S. KING
S. HOLLADAY DRIVE
NECANICUM RIVER
S. LINCOLN ST
FRANKLIN ST
EDGEWOOD ST
BROADWAY
CITY PARK
OCEANWAY
1ST AVE
2ND AVE
3RD AVE
4TH AVE
SECTION LINE AVE
5TH AVE
6TH AVE
7TH AVE
8TH AVE
9TH AVE
10TH AVE
11TH AVE
12TH AVE
13TH AVE
14TH AVE
15TH AVE
16TH AVE
17TH AVE
N. HOLLADAY DRIVE
N. COLUMBIA ST
N. DOWNING ST
FRANKLIN
ROOSEVELT
NECANICUM RIVER
TURNAROUND
SEASIDE CHAMBER OF COMMERCE
NORTH PROM
~~Need~~ Proposed widening
20' R/W
30' R/W


PACIFIC
OCEAN
BROADWAY
OCEANWAY
1ST AVE
2ND AVE
3RD AVE
4TH AVE
SECTION LINE AVE
5TH AVE
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16TH AVE
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18TH AVE
19TH AVE
20TH AVE
21ST AVE
22ND AVE
24TH AVE
25TH AVE
26TH AVE
HOLLADAY DRIVE
ROOSEVELT DRIVE
FRANKLIN ST
COLUMBIA ST
JUNIPER ST
LINCOLN ST
EDGEWOOD ST
NECANICUM RIVER
NECANICUM DRIVE
NEAWANNA RIVER
CITY PARK
CITY HALL
PROM
TURNAROUND
SEASIDE CHAMBER OF COMMERCE
RIVER ST
QUEEN ST
PINE ST
OREGON AVE
NEAWANNA ST
S.P.&S. R.R.
U.S. HIGHWAY 101
N
20' Roadway
30' R.W.
New Home
Disposal plant
Restaurant

Sewage – 12th Avenue bridge.
Revetment work planned by Army Engineers

20,000 [illegible] from State Govmt
10,000 [illegible] from Local [illegible]
6,000 [illegible] from [illegible] [illegible]
5,000 [illegible] by City.

Sewage disposal plant –

12 [illegible]

No trucks on Broadway after 12 M.
Broadway 1 way west

Government – Size truck – tonnage, and of rock

Stores, auto courts & other commercial establishments:

Bridge 1st Ave and 4th Ave bridges.

Ivory Broadway Bridge truck limited; [illegible] 12 M.

Check new homes & business establishments:

Fire engine routes here to north end.

Size of truck
Govt. Used. Gross Load.

Amount of Rock
Hauled to Jetty.

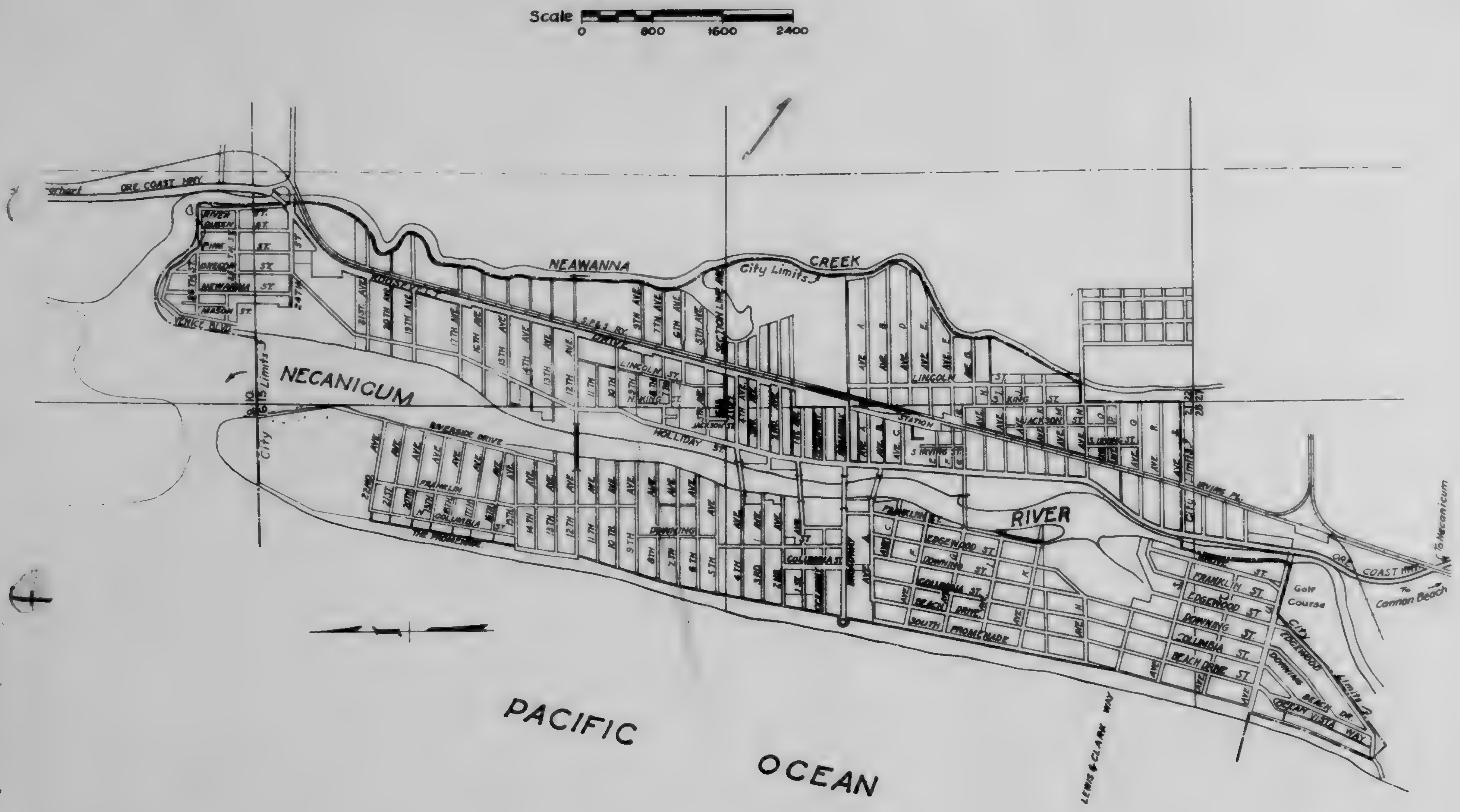
No Stores in
Area, Any Comm. Estab
Requiring Truck Deliv.
Condition, Exist. Other Bros.

Check No. New Homes
in Area. ~~[illegible]~~ Water Dept.

Mayor or City Engr.

Fire Protection. Possible
Routes. Condition of
Route

SEASIDE


Scale
0
800
1600
2400
PACIFIC OCEAN
NECANICUM
RIVER
NEAWANNA CREEK
City Limits
ORE COAST HWY
S.P.&S. RY
ROOSEVELT DRIVE
HOLLIDAY ST.
LINCOLN ST.
KING ST.
JACKSON ST.
IRVING ST.
RIVERSIDE DRIVE
FRANKLIN ST.
EDGEWOOD ST.
DOWNING ST.
COLUMBIA ST.
BEACH DRIVE ST.
SOUTH PROMENADE
THE PROMENADE
BROADWAY
SECTION LINE AVE.
STATION
LEWIS & CLARK WAY
OCEAN VISTA WAY
BEACH DR.
VENICE BLVD.
MASON ST.
NEWANNA ST.
OREGON ST.
PINE ST.
QUEEN ST.
RIVER ST.
24TH ST.
Golf Course
To Cannon Beach
To Necanicum
IRVING PL.

Rev 8 26-40

CITY of SEASIDE

SEASIDE, OREGON

OREGON'S
FAMOUS
ALL-YEAR
RESORT

LESTER U. RAW - - - - - - Mayor
ROBERT T. URIE, Auditor and Police Judge
CECIL C. WRIGHT - - - City Attorney
ARTHUR GRAHAM - - - - Treasurer
A. M. BELIEU - - - - - Water Supt.
H. A. KEMMERER - - - Chief of Police
CLARENCE J. OWEN - - - Fire Chief
RADFORD R. SHAWCROSS - City Engr.

COUNCILMEN

V. Y. DAVIS
J. T. WITTY
E. L. ROBERTSON
DAVID SCOGGIN
J. A. ROYCE
L. MARLANTES

Houses [illegible] [illegible] [illegible] of 6th Ave.

North [illegible] 6th Ave	29
7th "	30
8 "	34
9 "	30
10 "	35
[illegible]	[illegible]
[illegible]	55
13	[illegible]
[illegible]	[illegible]
South of [illegible]	14
Area N+West 15 "	27
Total	336

Sewage [illegible]

3 Grocery Stores
5 Apartment Houses
57 [illegible]
8 - [illegible] more individual houses each

1 local Business
quoted 60% increase in July
over Jan.

Bank 1/2 million greater
in August than in Jan

RECEIVED
MAY 24 1950
FOR FILING

el

COPY

Seaside

CITY OF SEASIDE

SEASIDE, OREGON

Office of The Mayor
Lester U. Raw

April 13, 1950

John W. Cattrall,
Oregon State Highway Department,
P. O. Box 30.
Salem, Oregon.

COPY

Dear Mr. Cattrall:

It was my pleasure to be a member of the Seaside delegation that appeared before the State Highway Commission at the Imperial Hotel on April 3rd. We received fine treatment at this meeting and after we had told our story Mr. Chandler advised us that they would investigate our problem further and give us an answer in the near future. In fact Mr. Harold C. Ayers called on me one day this week and advised me that he was in Seaside to seek further data and information regarding our 12th Avenue bridge.

As Mayor of Seaside I would like to say that the officials of this city are appreciative of the cooperation and consideration that the Highway Commission and Engineering Department have given us during the past few months. I would like to further state that we are not in sympathy with statements that have been made by our county judge relative to the legislative interim committee on highway problems.

We were also further embarrased sometime ago when the editor of our local paper gave his news report on the Highway Commission's refusal at their March meeting to our request for financial help from the Special Need Fund. Our local editor has a reputation of incorrectly reporting local official news, and we are accustomed to this situation. However when he does it relative to our bridge problem thereby reflecting on the highway department it is doubly embarrasing.

One statement in the article said that "an official from the highway department had assured city officials that aid would be forthcoming". None of we city officials ever received this promise from anyone connected with the highway department. We were repeatedly advised that these decisions were always made by the Highway Commission, and we endeavored to impress this on our editor. Among other untrue statements he also said that "The department did not even take the trouble to inform city officials of the decision". I personally received this letter of notification before I read his paper. After reading his article I immediately called the local reporters of the Portland papers and asked them not to publish any of his remarks. They kindly agreed to this request. -- I have taken the liberty to write this letter because I am one of the great majority of the citizens of Oregon who have always been proud of the integrity of our Highway Department.

Yours very truly,

Lester U. Raw (sgd)

Lester U. Raw

Original to
Mr. Cattrall
7-19-50
P.M.

COPY

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APR 1950
FOR FILING

April 12, 1950

Mr. Chas. H. Reynolds
State Highway Commissioner
P. O. Box 898
La Grande, Oregon

Dear Mr. Reynolds:

You asked me by telephone to make a report on the matter of the Seaside bridge. As I recall, you advised that Seaside considered that the allocation of $15,000 from the special State Tax Street Fund had been promised by someone in the State Highway Department.

To the best of my knowledge, no promise at all has been made to the City of Seaside, the history of the transaction being as follows:

The City made application for the special State Tax Street Funds for the bridge, and in line with our usual policy, the matter was investigated by Mr. Harold C. Ayers of the County and City Relations Department and a report of such investigation submitted to Mr. W. C. Williams. Mr. Williams then prepared the project for your consideration, and I referred the matter to you on March 15, 1950 and recommended the project. In the meantime no commitment was made to the City, as we could not anticipate the action of the Commission.

I attach hereto a file having further reference to this matter, which originated by a letter to Governor McKay which he, in turn, referred to me. You will note that in my letter to Mrs. Kennevick I merely advised that the matter would be considered by the Highway Commission at its next meeting, and, if approved, the project would be expedited.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
Encl.
cc Mr. Ben R. Chandler
Mr. M. K. McIver
Mr. W. C. Williams

FORM E-30 25M 6-49 22902

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 11, 1950

SUBJECT:

To: Mr. W. C. Williams
OFFICE

In accordance with Mr. Baldock's instructions I am writing to you regarding the contacts between personnel of this office and the city officials of Seaside.

I have discussed this matter with Mr. Ayers who contacted the city and made the investigation. Mr. Ayers stated that he made no commitments to the city regarding the approval of the 12th Avenue bridge.

I had several telephone conversations with Mr. Shawcross, City Engineer, dealing mostly with technical matters. I made no statement to mean that their request would be approved.

In dealing with Seaside, as sell as all other cities. we are very cautious so as not to make any commitments. Each city is informed that the approval or disapproval rests with the Highway Commission.

John W. Cattrall

John W. Cattrall
Engineer, County and City Relations

JWC:MM

FORM E-30 25M 8-49 34892

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 4, 1950

SUBJECT:

J. W. CATTRALL

NOTED
J. W. CATTRALL

To: John Cattrall

With reference to your request for traffic data on the 12th Avenue Bridge in Seaside, we wish to advise that no traffic counts have been made at this point since 1936 and 1937.

The 1936-37 counts indicated a volume of 459 vehicles using the bridge. Applying the percentage of increase for the State as determined for 1949 we are of the opinion that the average daily traffic is approximately 1,000 vehicles.

F. B. Crandall

F. B. Crandall
Traffic Engineer

OC/ls

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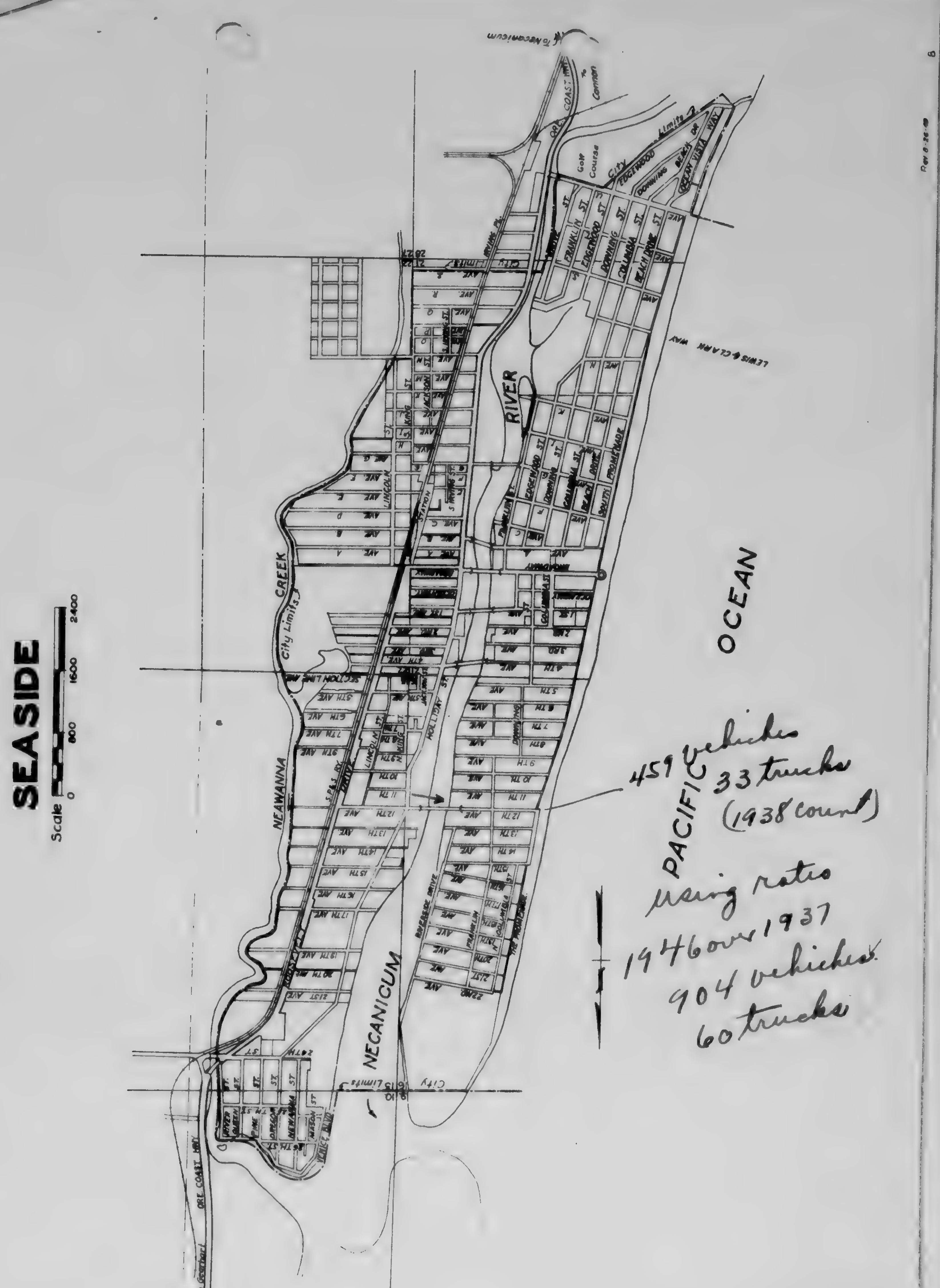
APR 5 1950


SEASIDE
Scale
0
800
1600
2400
PACIFIC
OCEAN
NECANICUM
RIVER
NEAWANNA
CREEK
City Limits
ORE. COAST HWY
To Necanicum
To Cannon
To Gearhart
Golf Course
LEWIS & CLARK WAY
FRANKLIN ST.
EDGEWOOD ST.
DOWNING ST.
COLUMBIA ST.
BEACH DRIVE ST.
OCEAN VISTA WAY
SOUTH PROMENADE
THE PROMENADE
HOLLADAY ST.
LINCOLN
ROOSEVELT DRIVE
S.P.&S. RY.
SECTION LINE AVE
12TH AVE
21ST AVE
22ND AVE
Rev. 8-26-49
8

459 vehicles
33 trucks
(1938 count)

using ratio
1946 over 1937
904 vehicles
60 trucks

April 17, 1950

Mr. Lester U. Raw, Mayor

Seaside, Oregon

Dear Sir:

I wish to thank you very much for your letter of April 13 which I received today.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. W. CATTRALL

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM

NOTED
J. W. CATTRALL

CITY OF SEASIDE

SEASIDE, OREGON

Office of The Mayor
Lester U. Raw

COPY

April 13, 1950

John W. Cattrall,
Oregon State Highway Department,
P. O. Box 30.
Salem, Oregon.

Dear Mr. Cattrall:

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As Mayor of Seaside I would like to say that the officials of this city are appreciative of the cooperation and consideration that the Highway Commission and Engineering Department have given us during the past few months. I would like to further state that we are not in sympathy with statements that have been made by our county judge relative to the legislative interim committee on highway problems.

We were also further embarrased sometime ago when the editor of our local paper gave his news report on the Highway Commission's refusal at their March meeting to our request for financial help from the Special Need Fund. Our local editor has a reputation of incorrectly reporting local official news, and we are accustomed to this situation. However when he does it relative to our bridge problem thereby reflecting on the highway department it is doubly embarrasing.

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Yours very truly,

Lester U. Raw (sgd)

COPY

Lester U. Raw

CITY of SEASIDE

SEASIDE, OREGON

OREGON'S
FAMOUS
ALL-YEAR
RESORT

OFFICE OF THE MAYOR
Lester U. Raw

RECEIVED
APR 1 1950

April 13, 1950

RECEIVED
JUL 19 1950

NOTED
J. W. CATTRALL

John W. Cattrall,
Oregon State Highway Department,
P. O. Box 30.
Salem, Oregon.

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Yours very truly,

Lester U. Raw

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FOR FILING

AGENDA
APR 3 - 1950

D

March 30, 1950

Hon. Lester U. Raw, Mayor,
Seaside,
Oregon

Dear Mayor Raw:

This note is simply to confirm the information given your City Engineer, Mr. Shawcross, on Tuesday of this week by Mr. Cattrall, City and County Relations Engineer of this Department, that the State Highway Commission will be pleased to grant you a hearing during its meeting in Portland on Monday of next week, April 3, relative to the construction of a proposed bridge on 12th Avenue.

I told Mr. Cattrall that it would be satisfactory for you to appear before the Commission at 11:30 a.m. on that day, but I would suggest that you be present a little before that time.

The meeting will be held in the Streamline Room in the basement of the Imperial Hotel in Portland.

Respectfully yours,

Secretary,
OREGON STATE HIGHWAY COMMISSION

HBG/fm

cc - John W. Cattrall

11:30 AM
April 3

D

STATE DENIES 12th. AVE. E

SEASIDE SIGNAL

FOR THE BEST INTERESTS OF CITY, COUNTY, STATE

THE NEWSPAPER FOR WESTERN CLATSOP CO

VOLUME XLVI

THE SEASIDE SIGNAL, SEASIDE, OREGON, MARCH 23, 1950

N

3-23-50

ES 12th. AVE. BRIDGE AID

SIGNAL

THE NEWSPAPER FOR WESTERN CLATSOP COUNTY

SIDE SIGNAL, SEASIDE, OREGON, MARCH 23, 1950

Number 1

Reconstruction To Be Held Up Until Next Fall

City officials were shocked late Wednesday when they learned that the state highway commission had denied the city's application for aid in the construction of the Twelfth avenue bridge and a hurried consultation resulted in a decision to delay the reconstruction of the bridge until next fall. In the meantime it is expected that temporary repairs will make the present bridge usable during the spring and summer months.

Mayor Lester Raw and members of the city council had been assured by officials of the state highway department that the city was eligible for aid up to $15,000 from a $250,000 "special need" fund and plans had been made to construct a concrete bridge on treated wood piling to replace a structure which had become unsafe and had been closed. G. S. Paxon, state highway department bridge engineer, had visited Seaside and had promised to prepare plans and specifications for the bridge. An official from the city and county cooperation office of the highway department had assured city officials that aid would be forthcoming. Yet when Mayor Raw called the officials of the department in Salem Wednesday he was informed that the fund was not available for bridge construction. The department did not even take the trouble to inform city officials of the decision.

State Plans to Be Made Available

It appeared, however, that the highway department would complete plans for the bridge. Paxon said that the plans would be available within a week. He also said that it would be im-

FILLING

is the most important part of our business. Bring us your next prescription.

state highway department bridge engineer, had visited Seaside and had promised to prepare plans and specifications for the bridge. An official from the city and county cooperation office of the highway department had assured city officials that aid would be forthcoming. Yet when Mayor Raw called the officials of the department in Salem Wednesday he was informed that the fund was not available for bridge construction. The department did not even take the trouble to inform city officials of the decision.

State Plans to Be Made Available

It appeared, however, that the highway department would complete plans for the bridge. Paxon said that the plans would be available within a week. He also said that it would be impossible to complete the bridge by Memorial Day, and that if the city went ahead with the proposal it would be lucky to have a new bridge open by Labor Day. Under the circumstances Mayor Raw and City Engineer R. R. Shawcross decided that the construction of a new bridge at the present time was out of the question. They will recommend to the council that work start immediately to make necessary repairs to the old structure with the idea that after Labor Day bids could be called for the bridge planned by Paxon and highway department engineers. In the meantime a start had been made in the fills on each side of the river.

The city council will have to dig up about $15,000 more for the bridge than was originally anticipated. The cost of the structure planned by the state engineers will be about $43,000. The city has $28,000 in state highway refund mony. There is also available about $11,000 from the Seaside road district fund. Of this amount about $10,000 will be used in making the fills. As the situation stands now the council will have to raise from $12,000 to $15,000 additional from the 1950-51 Seaside road district fund to complete the bridge, which will be the most costly of any of the spans over the Necanicum, not excluding the Broadway bridge.

Temporary Repairs May Cost $3000

Shawcross believes that with the expenditure of $2500 to $3000 he can make the present span usable for the summer, with a low load limit. But he is definite in his conclusion that the bridge must be replaced. The piling is so badly damaged by teredos that they cannot be used without reinforcing. The deck of the bridge is in bad shape and the whole structure in a hopeless condition, he says.

The plans outlined by the state highway department engineers involves the construction of a concrete bridge with a 24-foot roadway and five foot sidewalks on treated cedar piling. The city laid out plans for a wood structure which would cost less than that proposed by the state. However, city officials want to build a good bridge if possible and the concrete structure will be built if it can be financed.

The bridge was declared unsafe in January and closed. Since that time the city has gone ahead confident that the proposals made by state highway officials would be realized. Otherwise the council would have had a new bridge well underway at the present time.

They were so confident, in fact, that they did not have representation at the meeting of the highway commission in Portland Monday and Tuesday.

$250,000 City allotment 1950

Seaside

2-14-50

Contacted Mr. Papson re city requests on bridge.

Mr Papson said they would plan 24' roadway, 5 foot sidewalks on each side and place 30' between center piers. Will include the removal of 245' span of present bridge in contract. Will plan on the hanging of wood stave pipe on new bridge. Consult head [illegible] & Will contact War Dept and write a letter to Williams Copy to usa re bridge.

ACC.

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FOR FILING

March 15, 1950

Seaside 5

Oregon State Highway Commission

Gentlemen

Due to underruns on projects constructed under the $250,000 special State Tax Street Fund, we have an approximate balance of $30,000 remaining unspent, for the year 1949. Legislative action requires that we spend $250,000 annually on city streets qualifying for this fund.

In order to take up the $30,000 estimated balance for the year 1949, I submit for your consideration two additional projects which I recommend for inclusion in the 1949 program.

The first project is cooperation in the construction of a bridge in Seaside, the estimated cost of which is $47,500. Of this amount the State will pay $15,000 and the City the balance, which is estimated at $32,500. The other project is a bridge in Silverton, which is estimated to cost $29,700, of which amount the State will pay $15,000 and the City the balance, estimated at $14,700.

5-2
24-1701
3283

Both of the above projects qualify by reason of heavy industrial traffic, and I recommend approval in both instances.

This matter will be on the next agenda, and I attach hereto, for your study, tabulations of the two projects, with maps attached.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me
Encl.
cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. John W. Cattrall

FORM E-128X 25M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

([illegible] Correspondence)

[illegible], Oregon
[illegible] 13, [illegible]

Mr. [illegible] Williams
[illegible]

I have [illegible] two tabulations of recommended [illegible] cities of under [illegible] population from the 1949 city allotment. These tabulations are accompanied by small scale maps of the cities showing the location of the jobs. A brief description of the jobs together with preliminary estimate of cost is included in the tabulation.

These two projects, totaling [illegible], are submitted to [illegible] balance of 1949 funds [illegible] letter of February 8, [illegible].

/s/ John [illegible] Cattrall ([illegible])
John [illegible] Cattrall
Engineer, County and City Relations

[illegible]
Encl.

[illegible] ab-324-1701
[illegible]

RECEIVED
GU MAR 8 1950
FOR FILING

March 6, 1950

Mrs. Frances Kennevick
North Prom Hotel
219 North 12th Avenue
Seaside, Oregon

Dear Mrs. Kennevick:

The Honorable Douglas McKay, Governor of Oregon, has brought to my attention your letter of February 24, having reference to the rebuilding of the 12th Avenue bridge in Seaside.

No definite action has been taken on this matter by the State Highway Commission, but at its next meeting the possibility of allocating $15,000 of special State Tax Street Funds to aid in rebuilding the bridge will be considered. If the Commission approves this allocation, construction will begin as soon as possible, but some time will necessarily elapse due to the fact that a hearing will first have to be held with the Army Engineers, as a permit will be necessary from them before the bridge can be rebuilt.

If the Commission approves this project, we will expedite the construction in all manner possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Honorable Douglas McKay

1859

DOUGLAS McKAY
GOVERNOR

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

February 24, 1950

Mrs. Frances Kennevick
North Prom Hotel
219 North 12th Avenue
Seaside, Oregon

Dear Mrs. Kennevick:

I have received your letter of February 20th regarding the rebuilding of the 12th Avenue bridge in Seaside.

Since you mention that the State Highway Department is providing some of the money for the work, I am bringing your letter to the attention of Mr. R. H. Baldock, State Highway Engineer, so that your request for early action can be made know to that department.

COPY

William.
Please prepare answer

You will hear direct from Mr. Baldock and at the same time I shall ask for a report on the matter as to any assistance that the state can give in expediting the work.

Very truly yours,

Governor

DM:AP
cc to Mr. Baldock

C
O
P
Y

NORTH PROM HOTEL
and Dining Room
219 N. Twelfth Ave.
Seaside, Oregon

February 20, 1950

Dear Governor McKay,

I am the owner of the above named Hotel, & I am coming to you with a problem with which I'm sure you could be of great help.

The twelfth Avenue bridge here in Seaside is closed. The city counsel voted to build a new bridge & they would act on it immediately. The state will give Seaside the fifteen thousand necessary to build the bridge that they (the state) wants. Now I was wondering if there was anything you could do to speed up construction so that it will be open by Decoration Day.

With the bridge closed, our business will be practically nil. There is no connection North of the fourth Avenue bridge, & it will put all of us on the North end of town out of business.

I would appreciate it greatly if you would help us with our problem.

Sincerely yours

/s/ Frances Kennevick

RECEIVED
FEB 15 1950
FOR FILING

File

FORM K-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 14, 1950

SUBJECT: 12th Avenue Bridge at Seaside
(Bridge No. 7309)

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

W. C. WILLIAMS

Dear Sir:

Mr. Cattrall's office has been in touch with the City of Seaside relative to the reconstruction of a bridge over the Necanicum River on a city street. The city is making application to include this structure in the program under the $250,000 allocated for cooperative work in cities. The total cost of the structure will be from $45,000 to $50,000, and I understand the city has the money for everything over the $15,000 limit, which is a maximum we have used from State funds under this program.

The application for this project has not yet been presented to the Highway Commission. The City of Seaside is very anxious to get the job done as soon as possible, on account of the approaching tourist season. Is it advisable that we incur any design expense prior to the formal action of the Commission?

Paxson.
Advised verbally
to prepare design.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

GSP:gm

W. C. WILLIAMS

copy sent to
Mr. Paxson
with notation

Salem, Oregon
February 10, 1950

12th Avenue bridge in Seaside

Mr. G. S. Paxson
Bridge Engineer

NOTED
J. W. CATTRALL

We have contacted the officials of the City of Seaside regarding the bridge over the Necanicum River in Seaside and will enumerate the several questions which were raised by these officials.

1. They desire the bridge be built according to first estimate, creosote treated piles and caps and a concrete superstructure at $43,100 plus $4,310 for contingencies and engineering for a total of $47,400.

2. They would prefer 5' sidewalks on each side as the bridge is heavily used by fishermen.

3. They feel that if the cost of widening to allow this width of sidewalk would be a very great additional amount, they would like to sacrifice roadway width to 20' as the street on west end is only 20' in width and cannot be widened because of the buildings and property lines. They allow no parking on bridge.

4. They would like to have approximately 30' between pile bents to allow fish boats room to pass. (This if possible without adding to cost.)

5. There is now in place on present bridge a wood stave pipe, 8" I.D. - 12" O.D., which they would like to have contractor salvage and replace on new bridge. Diagram of pipe and method of hanging is attached. This pipe will not be in service during construction.

6. They also asked if handrails would be of concrete. They desire this if possible.

The city will contract the removal of bridge only where fill will be placed. They will place fill and rip rap and pipe lines in fill prior to the building of 245' section of bridge. They will also make connections of wood stave pipe and new cast iron pipe in fills at each end.

If the Bridge Department desires, they will remove all of bridge but prefer that the bridge contractor remove the 245' span and dispose of material.

The city is very anxious regarding the completion date of construction as the city economy is tied up with the summer vacation guests and the bridge at present is closed to vehicular traffic.

They also asked our estimate of the life of bridge and if concrete piling would add to life.

We desire to converse with you regarding above details and to answer any additional questions as to dealings between the city and this department.

John W. Cattrall
Engineer, County and City Relations

By

H. C. Ayers
Field Engineer

HCA:MM
Att.

CITY of SEASIDE

SEASIDE, OREGON

OREGON'S
FAMOUS
ALL-YEAR
RESORT

LESTER U. RAW - - - - - - Mayor
ROBERT T. URIE, Auditor and Police Judge
CECIL C. WRIGHT - - - City Attorney
ARTHUR GRAHAM - - - - Treasurer
A. M. BELIEU - - - - Water Supt.
H. A. KEMMERER - - - Chief of Police
CLARENCE J. OWEN - - - Fire Chief
RADFORD R. SHAWCROSS - City Engr.

COUNCILMEN

V. Y. DAVIS	DAVID SCOGGIN
J. T. WITTY	J. A. ROYCE
E. L. ROBERTSON	L. MARLANTES

February 8, 1950

Oregon State Highway Commission
County and State Relations Engineer
Salem, Oregon

Attention Mr. J. W. Cattrall:

The City of Seaside, Oregon, is in agreement with the plan as proposed, to build a bridge on 12th Avenue, 245 feet in length, 20 foot road way, and 5 foot side walks on each side, with the use of creosote pilings and caps, and composite concrete superstructure.

The preliminary estimate being $47,400.00, the State proposes to furnish $15,000.00 of the price and the City to pay the balance. Bids are not to be accepted if ~~over~~ 10% over ~~of~~ the estimate.

It is the desire of the City to have the bridge as soon as possible as the nature of the business of the City is the tourist's summer trade.

Very truly yours,

Lester U. Raw
Lester U. Raw, Mayor

ATTEST:

Robert Urie
Robert T. Urie, Auditor

RECEIVED
FEB 7 1950
FOR FILING

FORM E-30X 15M 8-49 21606

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 2, 1950

SUBJECT:

To: Mr. John W. Cattrall
County & City Relations Engineer

Dear Sir:

Re: 12th Avenue Bridge in Seaside

We have made preliminary estimates of the cost of a bridge across the Necanicum River on 12th Avenue in Seaside. The bridge can be shortened considerably from the present trestle, and our estimates are based on a total bridge length of 245'.

We estimate that the structure itself using creosote treated piles and caps and a concrete superstructure will cost $43,100. A cheaper bridge can be built using creosote treated piles and caps with an untreated timber superstructure. Our estimate of this bridge is $24,500.

There will be considerable grading, surfacing, and rip rap in connection with the structure. The following is a very rough estimate of the cost of this road work.

Embankment	4,110 cu.yds.	at $0.50	$2,055
Rip Rap	220 cu.yds.	at 5.00	1,100
Base Course Surfacing	270 cu.yds.	at 2.25	610
3" Asphaltic Concrete Pavement	150 tons	at 13.00	1,950
		Total	$5,715

The total estimated project cost would then be $48,815 plus 10%, or $53,700, using the structure with the concrete deck and beams. If the untreated timber superstructure were used, the cost would be $30,215 plus 10%, or $33,235.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP/ds

cc W. C. Williams ✓

1-50

ESTIMATE OF COST OF THE 12th AVENUE BRIDGE and APPROACHES

BRIDGE

with concrete piles and caps		with cedar piles and timber caps		
Timber	$8312.75		$8312.75	
Timber treatment	4750.15		4750.15	
Concrete Caps	1750.00	Timber caps	113.57	
Concrete Piles	9750.00	Cedar Piles	5167.50	creosoted
		Sway brace	182.00	
		Timber treatment	752.96	
Concrete Posts	780.00			
Nails, Bolts, etc	500.00		500.00	
Labor	2500.00		2000.00	
TOTAL	$28342.90	Total	$21778.93	

APPROACHES

Embankment 10,000 cu.yds	$9000.00
Wood curbs	580.00
Concrete Posts	900.00
Fence Rails	215.00
Timber treatment	80.00
Total	$10775.00

with wood posts $9950.00

Asphaltic Concrete Pavement on roadway and sidewalk over fill

1520 sq.yds @ $1.35 $2052.00

* * *

TOTALS

	with concrete piles and caps	cedar piles and timber caps
Bridge	$28,342.90	$21,778.93
Approaches	10,775.00	9,950.00
Paving	2,052.00	2,052.00
TOTAL	$41,169.90	$33,780.93

CITY OF SEASIDE, OREGON

OFFICE OF CITY ENGINEER

PRELIMINARY ESTIMATE

STATEMENT OF THE VARIOUS KINDS OF WORK REQUIRED IN MAKING THE FILL IN CONNECTION WITH THE IMPROVEMENT OF 12TH AVENUE
AND
APPROACHES

From approximately 167 feet west of the west line of North Holladay Drive to approximately 535 feet west thereof.

ALL QUANTITIES ARE MORE OR LESS

1.	EMBANKMENT	10000 cu. yds.
2.	RIP-RAP	300 du. yds.
3.	CRUSHED ROCK (¼ minus)	35 cu. yds.
4.	CRUSHED ROCK (3/4 minus)	140 du. yds.
5.	WOODEN CURB (6" X 16") in place	590 lin. ft.
6.	TRANSITE PIPE 12 INCH DIAMETER COMPLETE	80 lin. ft.
7.	MON-CAST IRON PIPE WITH DOUBLEX SIMPLEX JOINT (OR EQUAL)	295 lin. ft.
8.	12" TO 8" REDUCER FOR ITEM NO. 7	4 No. of
9.	DEMOLITION AND REMOVAL OF TIMBER TRESTLE AND CLEARING SITE	Lump sum

NOTE:- ALL MATERIALS WILL BE PAID FOR IN PLACE. SEE ATTACHED SPECIFICATIONS

SPECIFICATIONS

The following list of standard specifications as adopted by Ordinance No. 1744 except as amended by any attached special specifications or provisions.

- No. 100, For General Requirements for Street Improvements.
- No. 101, For Grading.
- No. 102, For Concrete in Forms.
- No. 200, For General Requirements for the Construction of Pipe and Concrete Sewers.

The following special provisions also apply

1. ON FILL MATERIAL

The material to be used for the embankment or fill shall be what is commonly known as BANK GRAVEL, TRAP ROCK, QUARRY RUN, PIT RUN, FIELD STONE OR GRAVEL either kind being acceptable. This fill material will be paid for by the cubic yard truck measurement delivered.

The fill material shall be deposited, spread and compacted in horizontal layers or courses not more than one (1) foot in thickness for the full width of the improvement. The spreading and compacting to be done with tractor and dozer weighing at least as much as a Caterpillar D-7. The top six (6) inches of the fill shall consist of QUARRY or PIT RUN. On the side slopes exteme care is to be used in spreading the fill material around the piles and timber supports of any building. The side slopes shall not be steeper than the angle of repose of the filling material, approximately one and one-half (1½) feet horisontally to one (1) foot vertically. The end slopes along the river shall be protected by RIP-RAP.

The stone for this Rip Rap shall consist of field stone or rough, unhewn quarry stone as nearly cubical in form as practicable. Fifty (50) per cent of the mass shall be large stones of a volume of two (2) cubic feet or more. The largest stones shall be placed first, all roughly arranged and in close contact and conforming to the contour required. The spaces between the stones on the face of the slope shall be filled with cement grout, composed of one (1) part portland cement and two (2) parts concrete sand.

The quantity of RIP RAP to be paid for shall be the number of cubic yeards in place, and, the price bid per cubic yard shall include all labor, materials and incidental expenses necessary to complete the work as outlined.

The top course of the fill material shall be shaped so as to form a roadway area twenty (20) feet in width, with five (5) inch gutters and five (5) inch crown. The sidewalk areas are to be five (5) feet in width and to have a slope of one-quarter (¼) inch to the foot from crub line.

2. ON CURB. SIDEWALK and ROADWAY SURFACE

A wooden curb composed of six (6) inch by sixteen (16) inch timber shall be placed along both sides of the street with the face of the timber ten (10) feet from the center line of the street. All sound six (6) inch by sixteen (16) inch stringers removed from the present bridge may be used for this curb upon inspection and approval by the City Engineer.. The top of this curb to be so placed that there will be a five (5) inch gutter. After the fill material for the top course as specified in item 1 above is

Sheet 2 Specifications

thoroughly compacted by a road roller a finish course of one-quarter (¼) minus shall be spread over the sidewalk area to a uniform depth after compression of one (1) inch, and, a finish course of three-quarter (3/4) minus shall be spread over the roadway area to a uniform depth after compression of two (2) inches. These finish courses must be thoroughly compacted by a road roller.

3. ON REMOVAL OF EXISTING STRUCTURE

Approximately the east 50 feet and the west 245 feet of the present timber structure shall be removed to the present ground level, and all brush, trees, logs and other debris removed from this area upon which the rock fill is to be placed. The existing wood stave pipe attached to the caps is to be removed and delivered to the City Storage yard. All other material shall become the property of the contractor and removed by him from the site. No material shall be disposed of by placing in the river.

4. ON WATER PIPE LINE

The present six (6) inch water main in the bed of the river shall be replaced by the Water Department of the City of Seaside and placed in the fill approximately three (3) feet below the finished grade of the roadway and then carried across the new bridge on the caps. When the fill material has reached the location of this new pipe line the contractor will stop placing fill material in this area until the Water Department has installed the said new pipe line.

5. ON SEWER PIPE LINE AND OVERFLOW LINE

The present eight (8) inch diameter wood stave pipe sewer line is to be replaced in the fill area only by an eight (8) inch cast iron pipe similar and equal to that manufactured by the American Cast Iron Pipe Company and known as Mono-Cast pipe with Doublex Simplex joints. This pipe to be installed bythe Contractor making the necessary connections with the wood stave pipe at the east and west ends of the fill and at each end of the bridge. This pipe to be installed when the fill material reaches the pipe location.

The present twelve (12) inch overflow pipe shall be replaced by the Contractor from the present east bridge abutment to at least two feet beyond the toe of the fill with twelve (12) inch Transite pipe. The transite pipe to be placed on a bed of sand two (2) feet thick and to be covered with at least two (2) feet of sand before proceeding with the rock fill material.

6. ON TRUCK MEASUREMENT

The Contractor shall specify the trucks to be used in the delivery of the fill material. The truck body will then be accurately measured and the interior cubical contents determined at a height level with the top of the tail gate. This shall be the cubic yard content of that particular truck, and, it will be assigned a number which together with its capacity is to be printed on each side of said truck in large size and plainly visible numerals. As the delivery is made a record shall be kept, by the inspector of the City on the job, of the trucks number and its yardage. Credit for full capacity as above rated shall be given when in the opinion of said inspector the truck body is level full.

Crushed rock or gravel used for the finish course will also be paid for by the cubic yard truck measurement delivered.

7. ON PROTECTION OF PROPERTY

The Contractor shall at his own expense carefully protect from injury all property or structures whether public or private which are encountered or affected by this work, and shall repair any damage done to said property or structures, leaving them in as good condition as they were prior to this interference, and the Contractor shall be liable for any damage or claims arising from his interference with said property or structures.

8. ON REPAIRS TO PUBLIC UTILITIES

The owners of public utilities and franchises shall make all repairs and/or changes to their property that may become necessary by reason of this improvement work without expense to the Contractor or the City of Seaside.

EXTRA REQUIREMENTS OR PROVISIONS

RISK The work under this contract in every respect shall be at the risk of the contractor until finished and accepted by the City of Seaside.

LIABILITY The Contractor agrees to and shall take out and maintain, at his own expense, public liability and property damage insurance, in companies in good standing in the State of Oregon for a sum of not less than $50,000.00 to be held and applied, in case of loss, in payment or satisfaction of all claims and suits for or on account of any injuries or damage to person or property received or sustained by any person or persons upon or in connection with the work embraced in the contract, and, further agrees to and shall indemnify, keep and save harmless the City of Seaside from all loss, claims judgements, awards and costs which may in anywise come against said City of Seaside by reason of any action brought for or on account of any injuries or damages received or sustained by any person or persons, or, by reason of any accidental injuries or deaths suffered by any of his employes in and about the performance of this work, and to furnish satisfactory evidence to the Common Council of the City of Seaside that the said amount of insurance is in force and effect. All policies shall be approved as to form by the City Attorney of Seaside.

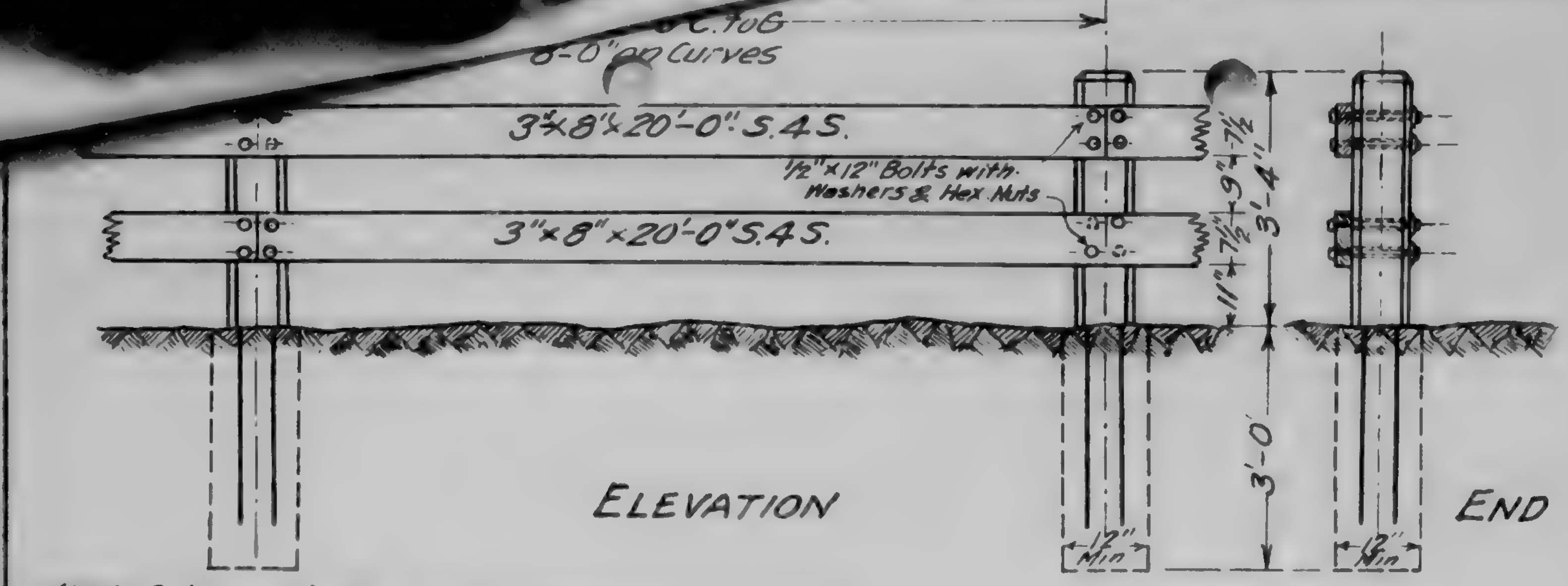
BONDS A surety bond will be required for the faithful performance of the contract, having as surety thereon an incorporated surety company licensed to transact such business in the State of Oregon. The amount of the surety bond shall be the same as the amount of the contract.

QUALIFICATIONS Before the award of the contract, any bidder will be required to show that he has the necessary facilities, experience ability and financial resources to perform the work in a satisfactory manner and within the time stipulated, and that he has had experience in constructing work of the same or similar nature.

TIME OF BEGINNING AND COMPLETING CONTRACT The work is to be commenced within five (5) days after the execution of the contract and the furnishing of the required surety bond, unless the City Engineer shall authorize or direct a further delay, and, is to be continued with regularity until its completion on or before thirty (30) days from said date of beginning; provided, however, that in case of extraordinary emergency, the time for completion may be extended without invalidating any of the provisions of this contract or without releasing the sureties; provided that any such extension of time shall be done by action of the Common Council upon request of the Contractor and his surety.

Sheet 4 Specifications

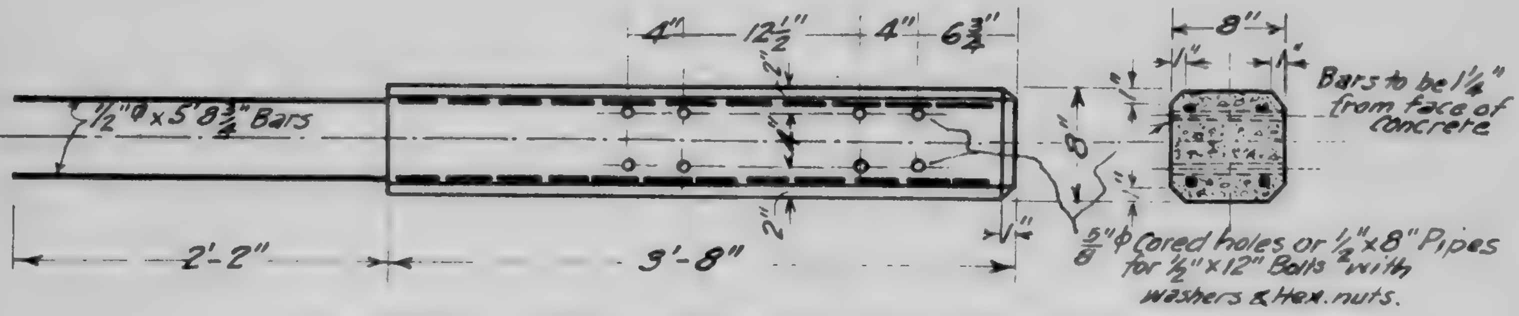
TIME OF BEGINNING AND COMPLETING CONTRACT The work is to be commenced within five (5) days after the execution of the contract and the furnishing of the required surety bond, unless the City Engineer shall authorize or direct a further delay, and, is to be continued with regularity until its completion on or before thirty (30) days from said date of beginning; provided, however, that in case of extraordinary emergency, the time for completion may be extended without invalidating any of the provisions of this contract or without releasing the sureties; provided that any such extension of time shall be done by action of the Common Council upon request of the Contractor and his surety.


C. to C.
8'-0" on Curves
3"x8"x20'-0" S.4.S.
1/2"x12" Bolts with Washers & Hex. Nuts
3"x8"x20'-0" S.4.S.
7 1/2"
9 3/4"
7 1/2"
11"
3'-4"
3'-0"
ELEVATION
END
12" Min
12" Min

NOTE: Set posts in Concrete to surface of ground.
Railing to be Select Common Fir, to butt squarely at joints and painted 3 Coats of White Lead and sanded.
Surfaces in contact to be painted with one coat of White Lead in Oil.

DETAILS OF FENCE

Scale $\frac{3}{8}$"=1'


4"
12 1/2"
4"
6 3/4"
2"
1/2"φ x 5'8 3/4" Bars
2"
8"
1"
2'-2"
3'-8"
8"
1"
1/4"
1"
Bars to be 1 1/4" from face of Concrete
5/8"φ Cored holes or 1/2"x8" Pipes for 1/2"x12" Bolts with washers & Hex. nuts.

DETAIL OF PRECAST CONCRETE POST

Scale: $\frac{3}{4}$"=1'

Note:
Concrete to be 1-2-4 Mix.
3/4" Maxi[illegible]mum Aggregate.

Posts shall have a finish equal to, or the equalivalent of the following:-
All exposed surfaces shall be thoroughly washed with water and then treated with a neat cement wash or grout, composed of neat cement and water mixed to a creamy consistency. After the neat cement wash has set for twenty-four (24) hours, it shall be rubbed off with a coarse carborundum stone, applying water ahead of the stone, care being taken not to rub off more than the wash. No more surface shall be treated with the cement wash than can be rubbed off the following day. The surface shall then be thoroughly washed with water and rubbed with a fine carborundum stone until a smooth uniform surface is obtained. The entire surface shall then be washed and kept damp for several days.

Project No. ______

1-50

SEASIDE
Clatsop County
Population: 2,902
Division II

Previous Projects

1948: None

Proposed Project

	Cost (Estimated)		
	State	City	Total
1949: Construct bridge 245' in length on 12th Avenue across Necanicum River. City to participate in cost of construction and to place embankment at each end of bridge.	$15,000.00	$32,500.00	$47,500.00

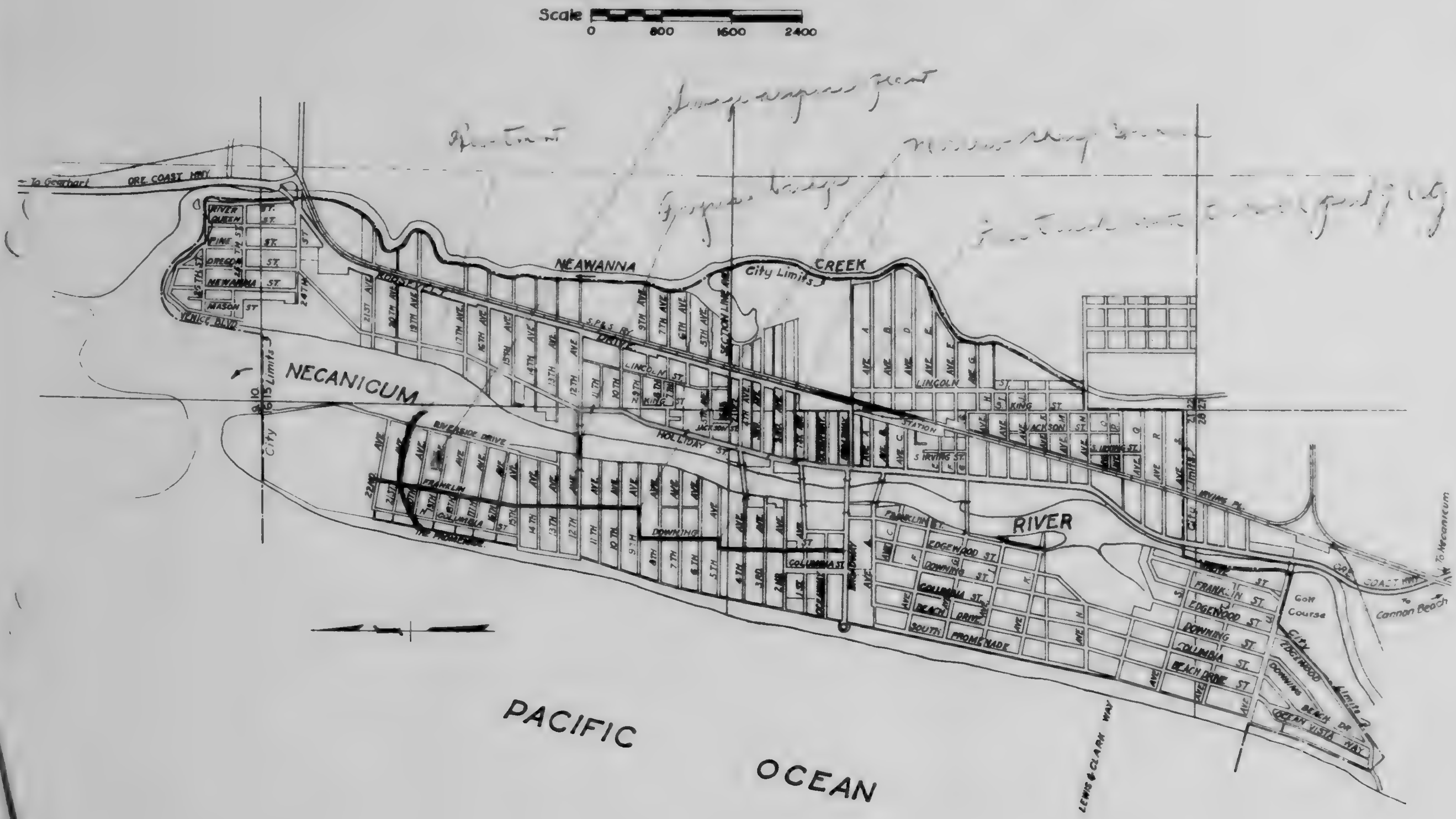
* * * * * * * * * * * * * * * * * * *

Application for aid in constructing bridge based on its use by many industrial and commercial vehicles using this bridge to reach the business part of town. Its final failure due to heavy truck passing over; bridge now closed to vehicular traffic.

Recommendation

This project qualifies and is recommended for approval.

SEASIDE


Scale
0
800
1600
2400
To Gearhart
ORE. COAST HWY.
NEAWANNA
CREEK
City Limits
NECANICUM
RIVER
City Limits
RIVERSIDE DRIVE
HOLLADAY ST.
S.P.&S. RY.
ROOSEVELT DRIVE
SECTION LINE AVE.
LINCOLN ST.
KING ST.
JACKSON ST.
STATION
S. IRVING ST.
FRANKLIN ST.
EDGEWOOD ST.
DOWNING ST.
COLUMBIA ST.
BEACH DRIVE
SOUTH PROMENADE
THE PROMENADE
BROADWAY
Golf Course
OCEAN VISTA WAY
LEWIS & CLARK WAY
To Necanicum
To Cannon Beach
PACIFIC
OCEAN

Rev 1 26 [illegible]

RESOLUTION No. 2048

1-23-50

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in pppulation in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Seaside is an incorporated city of the State of Oregon, and has a population of 2902, as given by the latest official census, and

WHEREAS, the follwing streets of said city, 12th Avenue and 12th Avenue Bridge between North Holladay Street and Franklin Street; G Street and G Street Bridge between South Holladay Street and South Edgewood Street; and South Edgewood Street between Avenue U and the extension of Beach Drive Street are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in pppulation in the area, or heavy industrial traffic", and

1-23-50

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

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and

WHEREAS, the City of Seaside is an incorporated city of the State of Oregon, and has a population of 2902, as given by the latest official census, and

WHEREAS, the follwing streets of said city, 12th Avenue and12th Avenue Bridge between North Holladay Street and Franklin Street; G Street and G Street Bridge between South Holladay Street and South Edgewood Street; and South Edgewood Street between Avenue U and the extension of Beach Drive Street are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in ppulation in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work, NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets in said city, to-wit:

12th Avenue and 12th Avenue Bridge between North Holladay Street and Franklin Street; G. Street and G. Street Bridge between South Holladay Street and South Edgewood Street; and South Edgewood Street between Avenue U and the extension of Beach Drive Street,

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Seaside does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Rad R. Shawcross as the official representative of the city in all negotiations resulting from this request.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

Passed by the Common Council of the City of Seaside, Oregon, this 23rd day of January, 1950, by the following vote:

YEAS: DAVIS, WITTY, ROBERTSON, ROYCE, MARLANTES, SCOGGIN.

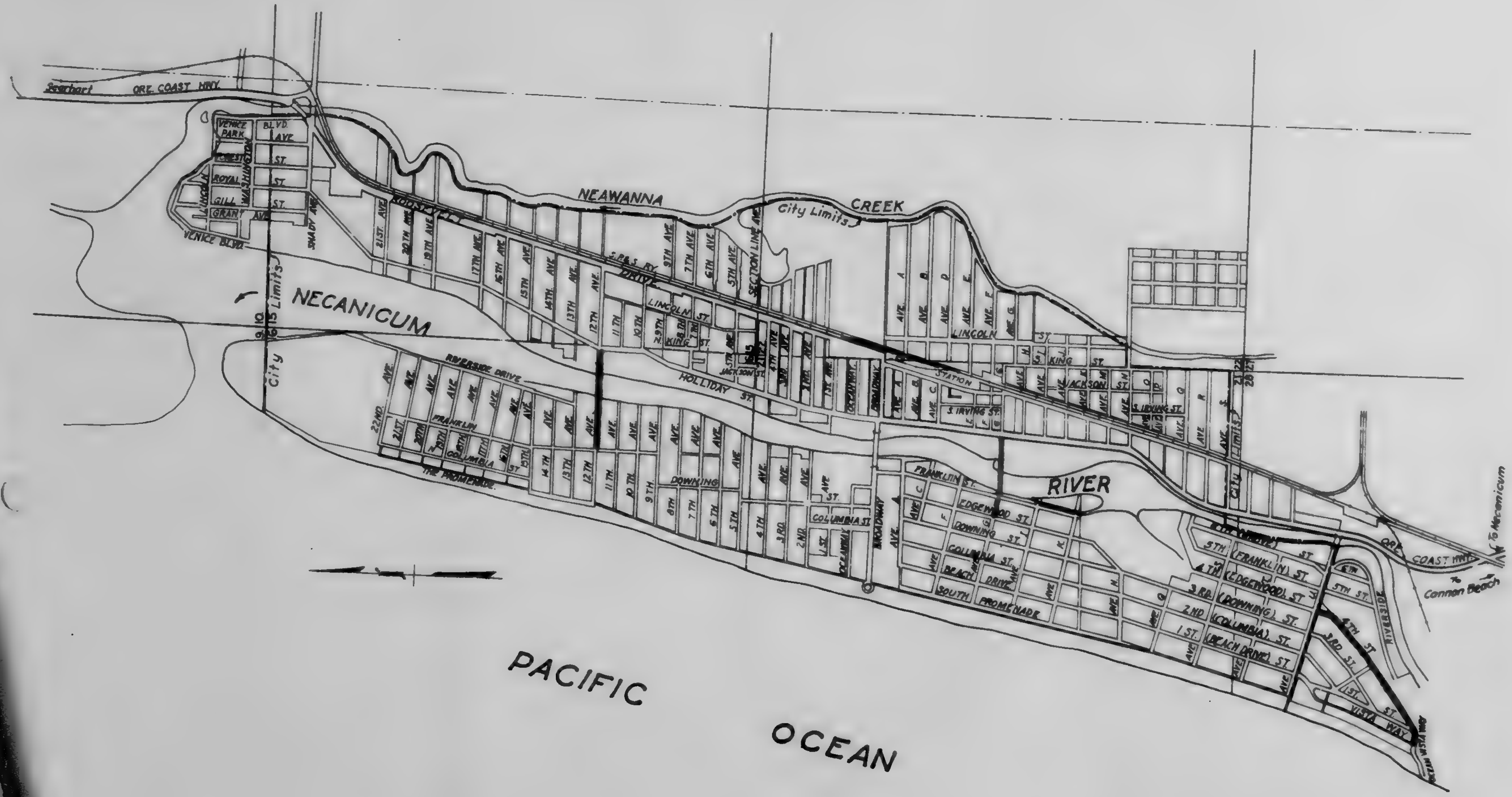
NAYS: NONE.

ABSENT: NONE.

Submitted to the Mayor on the 23rd day of January, 1950, and approved by the Mayor on the 23rd day of January, 1950.

ATTEST: Robert T Stue Auditor and Police Judge _______________ MAYOR

SEASIDE



PACIFIC OCEAN
NECANICUM
RIVER
NEAWANNA
CREEK
City Limits
Seaahore
ORE. COAST HWY.
COAST HWY.
To Necanicum
To Cannon Beach
VENICE BLVD.
LINCOLN
GRANT
GILL
ROYAL
FORESTON
PARK
WASHINGTON
SHADY AVE.
21ST. AVE.
20TH AVE.
19TH AVE.
17TH AVE.
16TH AVE.
15TH AVE.
14TH AVE.
13TH AVE.
12TH AVE.
11TH
10TH
9TH AVE.
7TH AVE.
6TH AVE.
5TH AVE.
SECTION LINE AVE.
4TH AVE.
3RD AVE.
2ND AVE.
1ST AVE.
OCEANWAY
BROADWAY
AVE. A
AVE. B
AVE. C
AVE. D
AVE. E
AVE. F
AVE. G
ROOSEVELT
S.P.&S. RY.
DRIVE
LINCOLN ST.
KING ST.
JACKSON ST.
HOLLIDAY ST.
S. IRVING ST.
STATION
22ND. AVE.
RIVERSIDE DRIVE
FRANKLIN
COLUMBIA ST.
THE PROMENADE
DOWNING
FRANKLIN ST.
EDGEWOOD ST.
DOWNING ST.
COLUMBIA ST.
BEACH DRIVE
SOUTH PROMENADE
AVE. N
AVE. Q
AVE. R
AVE. S
5TH (FRANKLIN) ST.
4TH (EDGEWOOD) ST.
3RD. (DOWNING) ST.
2ND (COLUMBIA) ST.
1ST. (BEACH DRIVE) ST.
6TH
5TH ST.
4TH ST.
3RD ST.
1ST.
VISTA WAY
OCEAN VISTA WAY
RIVERSIDE
9 10
16 15
21 22
28 27

Seaside
($250,000 Fund)
(1948)

EXCERPT FROM MINUTES OF MEETING OF OREGON STATE HIGHWAY COMMISSION ON JUNE 17, 1947

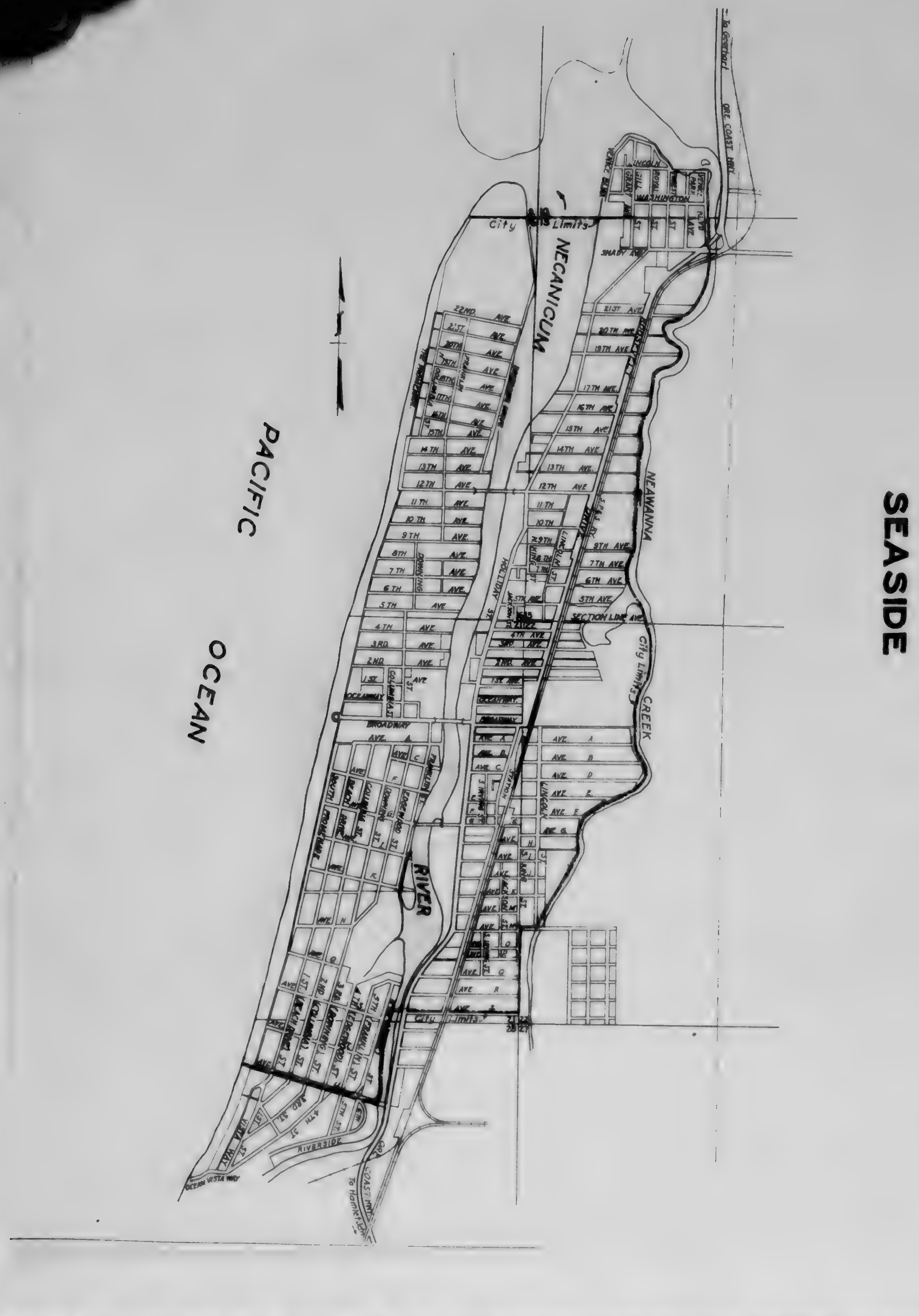
A delegation from Seaside, representing the City Council and consisting of Councilmen Geo. S. Gray, R. L. Smith, and V. Y. Davis, appeared before the Commission concerning the designation of a logging truck highway by-pass in Seaside. Mr. Gray headed the group. He advised that logging trucks now operate on the main highway through the business district of this town and suggested, in order to relieve the congestion at this point, the rerouting of such traffic along Roosevelt Drive; also, that any improvements which may be required on the new route be financed with a portion of the $250,000 of State Tax Street Funds which the 1947 Legislature placed at the disposal of the Highway Commission for expenditure. This matter was discussed at some length, during which Chairman Banfield advised that the improvement of Roosevelt Drive as a state highway route is a project for a long time in the future and that the Highway Commission is not in position, at this time, because of lack of funds, to give it consideration; however, the Commission will have the Engineer make investigations to see just what is required and how much it will cost to put it in satisfactory condition for log hauling. Unless it is a very simple proposition, requiring a small expenditure, he said, the Commission is not in position to consider it under present conditions.

Mr. Smith advised that industrial development along this route is being held up pending a decision with respect to this highway. Chairman Banfield repeated that the project is for a long time in the future and that the Commission feels it should not commit future Highway Commissions to any particular undertaking. He also said that the present Commission was considerably interested in the project sometime ago when it was first discussed and when there was a feeling that the right of way matter could be worked out with the railroad company, but that could not be done so the matter was dropped.

Mr. Gray then brought up the matter of leasing to the Gas-Heat, Inc. a Butane dealer in Seaside, a small tract of state-owned land at the south end of the Necanicum River Bridge near the junction of the highway and Roosevelt Drive. This property adjoins the Standard Oil Company's property at this point and is conveniently located for the dealer's use. He also said that the Gas-Heat, Inc., now leases a small adjoining tract from the railroad company but needs the state's property to fill out its holdings. This matter was referred to the Engineer for investigation and report at the next meeting.

NOTED
J. F. HAGEMANN

NOTED
JOHN W. CATTRALL


SEASIDE
PACIFIC
OCEAN
NECANICUM
RIVER
NEAWANNA
CREEK
City Limits
City Limits
City Limits
To Gearhart
ORE. COAST HWY.
ORE. COAST HWY.
To Hamlet Jct.
LINCOLN
WASHINGTON
SHADY AVE.
22ND AVE.
21ST AVE.
20TH AVE.
19TH AVE.
17TH AVE.
16TH AVE.
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14TH AVE.
13TH AVE.
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7TH AVE.
6TH AVE.
5TH AVE.
4TH AVE.
3RD AVE.
2ND AVE.
1ST AVE.
SECTION LINE AVE.
OCEANWAY
BROADWAY
AVE. A
AVE. B
AVE. C
AVE. D
AVE. E
AVE. F
AVE. G
AVE. H
AVE. N
AVE. Q
AVE. R
AVE. S
COLUMBIA ST.
DOWNING ST.
FRANKLIN ST.
EDGEWOOD ST.
HOLLADAY ST.
LINCOLN ST.
ROOSEVELT
STATION ST.
PROMENADE
SOUTH PROMENADE
BEACH DR.
RIVERSIDE
VISTA ST.
OCEAN VISTA WAY

S-119(3) Brookings-California State 1950
Line Sec., Oregon Coast Hwy.
#3355

RECEIVED
FEB 24 1955
FOR FILING

F-119 (3)
3355

P

OREGON STATE HIGHWAY DEPARTMENT
(date)
February 18, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3355	14-Post-Final	Parker-Schram Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3012	R-116052	$ 8,451.54	2/18/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1950

Time Extensions: to Nov. 8, 1951 without penalty

Completion Date: Nov. 5, 1951

Date Accepted: Oct. 20, 1952

Penalties: None of record

Claims: Two claims are recorded in our office of which the surety has been notified.

Remarks:

Date: 2-18-55

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed:
Ruth Rawlings

RECEIVED
~~FOR FILING~~
FORM E30—SOM—4-54—74286
F-11[illegible]
3[illegible]

3095

File

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 10tn, 1955

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #3095, bill of Parker-Schram in the amount of $697.42 for force account work on Contract #3355, Brookings-California State Line Section, for removing slide at Station 778 - 780.

Mr. Schram in a telephone conversation on January 6th, agreed to cancel this claim in view of the dispute over the circumstances and in view of our allowing him extra work for the installation of the culvert at Station 830+46 which had not been completed by jacking.

I believe we have now reached an agreement on all matters on the Brookings-California State Line Contract #3355 and that it can be finaled.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AB

RECEIVED
JAN 10 1955
OFFICE OF
STATE HIGHWAY ENGINEER

ASSIGNMENT

December 19, 1951

No. 3095
By [illegible]

Description: Letter of December 17 by Parker-Schram Company and five copies of bill for $697.42 for force account work on Contract No. 3355--Brookings-California State Line Section

Acknowledged by _____ Referred to __Smith__________

xx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________________ signature
____

Assignment executed [illegible] Report received 2-20-53

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

CHAS. T. PARKER
CARL A. SCHRAM

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

BUILDERS EXCHANGE BUILDING
PORTLAND 4, OREGON

December 17, 1951

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to our attached Force Account bill in the amount of $627.42 covering extra work performed in connection with our Contract No. 3355 for grading and paving on the Brookings-California State Line Section of the Oregon Coast Highway in -

> "Widening of north slope in the cut at approximately Station 778 to 780 beyond the cross section called for under the original plans, including excavation and disposal of material and refinishing of cut bank in the widened area".

which has been returned by Mr. [illegible] D. Lytle, Division Engineer, with his following letter of November 14:

> "Reference is made to your Force Account bill covering the disposal of material which slipped out in the cut between Stations 778 and 780, Brookings-California Line Job.
>
> I refer to Article 12, Section 12, of the General Contract covering disposal of slides. For this reason I am compelled to disallow the bill."

We are advised that this work did not involve the removal of slides but rather the excavation of a shelf parallel with the upper part of the cut on the north side of the highway at the above location, approximately 200' long, 12' wide and 10' deep, with normal 1:1 side slope and about 3:1 end slopes, designed to prevent slides.

In any event, this was extra work not contemplated under our contract and, as explained to you at the time, we did not care to assume the obligation of accepting any increased quantity of excavation work for performance at the unit price provided in our contract. The excavation encountered on this project, especially in the particular cut under discussion, was most difficult and costly, involving both the elements of large embedded boulders and wet material - each sufficiently expensive when encountered and even more so in combination. Surface conditions observed by our representatives in the short time normally allowed for what, at the best, can be only a casual examination of the project, did not indicate the situation

Mr. [illegible] C. Williams (Cont'd)

Portland, Oregon
December 17, 1951

that existed. Our bid price for general excavation, unclassified, on this contract was $.35 per cubic yard. Our average cost of excavation for the whole project was in excess of $.95 per cubic yard including overhead and probably about $.35 per cubic yard after deducting the cost of the latter but, because of the exceptionally bad ground experienced in the main cut, we would guess our actual cost for that particular section was over three times the bid price we received in payment. We made a costly mistake and, although we are not complaining about performance of the work covered by the original plans and specifications, we certainly do not wish to increase our loss by taking on any more work at the same price.

Furthermore, we had already completed the cut and finished the slopes to the original cross section lines and we would, therefore, in any event be justly entitled to the extra expense incurred in refinishing the slopes in accordance with the revised design.

Under the circumstances, we will be pleased to have you approve this bill for payment in conformity with agreement reached in our long distance telephone conversation prior to the start of our operations on the change involved.

Thanking you in advance, we are

Yours very truly,

PARKER-SCHRAM COMPANY

By CASchram

Encl.

CAS:ec

cc Mr. George C. [illegible], Resident Engineer
Port Orford, Oregon

Mr. A. D. Lytle, Division Engineer
Roseburg, Oregon

EIVED
FOR FILING

FORM 830—80M—4-54—74806
F-119 (3)
3355

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 30th, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Dear Sir:

I call your attention to the attached letter from the Parker-Schram Co. reiterating their claim for two items on Contract No. 3355, Brookings-California State Line Section of the Oregon Coast Highway in Curry County.

The first claim in the amount of $5,071.38, is for the additional cost of installing a 48-inch corrugated metal pipe at Station 830+56 partly by jacking methods and partly by tunnel after they had failed to make the entire installation by jacking. This claim has been turned down for several reasons:

First: They had attempted to install two pipes by jacking. When the first one failed we authorized them to secure liner plates and issued an Order for Extra Work for the cost of the entire installation. At that time they made no claim for extra work on the second installation, and I believe they admit they had no intention of claiming any. We considered our settlement on the first culvert partly as a compromise, knowing they had lost considerable on the second installation.

Second: We did not feel, on account of the distance from Portland, that Parker-Schram carried on either operation with their skilled foremen or crews who usually do their sewer or tunnel work. This idea is substantiated by the fact that they employed a representative of the Armco people to advise them on the installation. I do not feel they would have thought this necessary if they employed the foreman who had charge of the various jobs which Mr. Schram mentions.

Third: Our engineers felt by their reports that no attention was being paid to the advice of the Armco representative that the deadmen against which they jacked were installed in a careless manner so that the jacking was delayed for a considerable length of time and at one time the rivet gun broke down for 16 hours or more.

I realize it is impossible to jack a culvert through a fill where the material is unconsolidated and is settling around the pipe. We have had several failures in cases where we were jacking pipes by state forces and, therefore, know that if the material is raveling badly, nothing can force the pipe through as an excessive force will crumble the steel, but our advice from the Armco people was that a nominal amount of raveling from the hole is not too serious if the pipe is kept in constant motion, but if there are long delays very little ravel will freeze the pipe, and, therefore, it is necessary to have experienced crews and that the jacking should proceed continuously.

The second claim, in the amount of $697.42, is for the widening of the cut from Station 778 to Station 780.

Mr. Schram is mistaken in stating that he had completed the cut and finished the slopes to the original cross section line. The Division Engineer in reporting on this advised that:

"It was the original intent to place a two-way detour on the northeasterly side of the project along the cut in question and to excavate the southwesterly portion of this cut. The plan then was to divert traffic through this cut while the balance was excavated.

It was found as excavation started after the detour had been completed that by installation of some drain tile and other measures, that the detour could be maintained as a two-way roadway while the entire cut was being removed. This was to the contractor's advantage and was worked out mutually between Mr. Hart, who was the contractor's superintendent, Mr. Baker and myself.

As construction progressed and about the time excavation reached the finally desired elevation, but before any fine grading or cleaning up work had been done, a cut slip developed as shown on the cross sections at stage 2. In stating that the fine grading had not been done, I wish to call attention specifically that it had not been done on the northeasterly side of the cut area. The southwesterly side had been fine graded and some base material was in place.

The contractor did not have a suitable drag line or shovel on the project with which to remove the cut slips which developed, and accordingly the excavations were enlarged to benefit him to the extent that he could remove the cut slips by starting from the top and excavating with the DW 10's which he used to do the balance of his work."

The contractor made immediate representation to the Resident Engineer that he considered this extra work, but Mr. Lytle advised the contractor that extra work would not be allowed in accordance with our specifications, which require the contractor to remove slide material or slides which occur during the progress of the job.

On the basis of these facts the claim was denied.

It is rather hard to take a positive stand on the first claim since our denial of the claim is based to a great extent on our inspectors and engineers who formed opinions from talking to the Armco representative and the general inefficiency exhibited in carrying on the work.

The denial of the second claim is I think entirely in accordance with our customary practice.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

RECEIVED
DEC 31 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 30 1954
FOR FILING

F 119(i)
3 - [illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 28, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3355	13-Final	Parker-Schram Company	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
26548	R-111782	$ 10,114.60	12/28/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: **Oct. 31, 1950**

Time Extensions: **to Nov. 8, 1951 without penalty**

Completion Date: **Nov. 5, 1951**

Date Accepted: **Oct. 20, 1952**

Penalties: **None of record**

Claims: **There is a record of ~~three~~ two claims on file in our office against this contract but no instructions from Surety Co. to withhold payment. Surety**

Remarks: **was notified of claims.**

Date: **12-29-54**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:
Ruth Rawlings

RECEIVED

FOR FILING

FORM 230—50M—4-54—74366

F 119 (3)

34

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 20th, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

During the construction of the Brookings-California State Line Section, Contract #3355, Parker-Schram Co., contractor, it was found it was impossible to construct the 48-inch culvert at Station 854+73 by the method originally contemplated, and the widening of the fill was consequently delayed for a long time until the culvert could be completed. The contractor, therefore, found it necessary to do considerable cross-hauling in order to bypass this fill, and the haul method originally contemplated was materially changed.

It was finally decided that the culvert could not have been built by jacking methods, and that the contractor was justified in making an open cut and should be reimbursed for the change in plans. He then brought up the question of cross-hauling, insisting that this was a part of the change in plans and he should be reimbursed in the amount of $3,294.22, for which he submitted an itemized statement.

We checked the amount of cross-haul shown by various methods, which indicated it was approximately correct. For the reason that we had no exact figures to compute a mass diagram based upon the cross-haul, it was decided to allow this claim as a matter of contract settlement by issuing a price agreement.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

cc to: S. H. Probert

RECEIVED
DEC 2 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

FORM 330—50M—4-54 F-1197(c)
3355

3094

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 20th, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #3094, dated December 19th, 1951.

There was a slight amount of feathering work to match the pavement in Brookings on Contract No. 3355, Brookings-California State Line Section, which was outside the limits of Parker-Schram's contract and Mr. Schram insisted that it be paid for as extra work. A portion of this work had been paid under the estimate, and we finally made an agreement to cover the balance of the claim by price agreement. Mr. Schram has held this in his office until recently pending the adjustment of other claims which have not as yet been settled, but the payment of this price agreement will in no way affect the settlement of the other claims and I am sending it through.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

cc to: S. H. Probert

RECEIVED
DEC 21 1954
OFFICE
STATE HIGHWAY ENGINEER

ASSIGNMENT

No. 30[illegible]
By [illegible]

December 19, 1951

Description: Letter of December 17 from Parker-Schram Company, four copies of bill for force account work (Contramt No. 3355) attached

Acknowledged by _____ Referred to _Smith ✓_________

xx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________________ signature
____

Assignment executed 12-21-54 Report received ______
me

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Remarks:

S. T. Parker
Carl A. Schram

PARKER-SCHRAM COMPANY

GENERAL CONSTRUCTORS

Builders Exchange Building
Portland 4, Oregon

W. C. WILLIAMS

December 17, 1951

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to our attached force account bill in the amount of $207.48, covering extra work performed in connection with our Contract 3355 for Grading and Paving on the Brookings-California State Line Section of the Oregon Coast Highway in--

> Excavation required for pavement widening between stations 767 and 770, beyond our contract limits to make suitable connection with the existing pavement in the City of Brookings.

which has been returned by Mr. K. D. Lytle, Division Engineer, with his following letter of November 13:

> "I am returning, unapproved, the bill you submitted covering the cost of grading and paving work on the Brookings-California Line Job. This covered work between stations 767 and 770. The work done was paid for under bid items, including finishing roadbed and slopes."

NOTED
W. C. WILLIAMS

We are at loss to understand the basis for his rejection of this charge. The work involved consisted of the excavation of a shallow, obtuse angled triangular section between the curb line and the existing pavement in the City of Brookings, requiring largely hand work, necessary to permit extension of the old pavement full street width beyond Station 770 within the city limits. This was extra work not contemplated under our contract, and certainly, in any event, not the type of excavation that could be performed at our unit bid price for general excavation. Furthermore, our contract expressly provides that "The North end of the project is at Station 770+00***" hence, the work required in this case was admittedly beyond our contract limits, and, therefore, not subject to the terms thereof.

For reasons explained to you at the time and set forth in more detail in another letter to you this date, we most assuredly had no desire to increase our loss on this project by accepting any additional excavation work at our contract unit price, particularly as in the case under discussion, it was obvious in advance that the work could not be performed at that figure.

Of course, if for any reason it better suits your purpose that the cost of this work be converted into contract quantities, this method of disposition would be acceptable to us; but, in such case, we would be pleased to have whoever handles the transaction advise us the quantity included in your final estimate to cover this charge and the contract work item under which the allowance has been made. Otherwise, we will be pleased to have you approve this bill for payment in accordance with the agreement reached in our long-distance telephone conversation just prior to the start of our operations when we received instructions to proceed with this extra work.

Thanking you in advance, we are

Yours very truly,

PARKER-SCHRAM COMPANY

By CASchram

CAS:lmc

Att.

CC: K. D. Lytle
Division Engineer
Roseburg, Oregon

George C. Baker
Resident Engineer
Port Orford, Oregon

Parker –
A. Schram

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

Builders Exchange Building
PORTLAND 4, OREGON

October 24, 1951

Oregon State Highway Commission
Salem, Oregon

TO: PARKER-SCHRAM COMPANY, DR.

Force Account work performed on our Contract No. 3355 for Grading and Paving the Brookings-California State Line Section of the Oregon Coast Highway in Curry County, Oregon.

Grading beyond existing contract limits to match up with existing grade at Brookings.

Payroll week ending 9/23/51 $34.55

Plus:
Oregon State Industrial Ins. 3.80
Less 40% 1.52
2.28

Social Security and
unemployment insurance 4.50
6.78

$34.55 @ 6.78 per 100.00 2.34
36.89
Plus 15% 5.53 42.42

Equipment:

Patrol Grader #5 - Model 12 Caterpillar,
including fuel, oil, and repairs.

9/18 2 hours @ 8.50 hour 17.00

Auto #106 - Ford 1/2 ton pickup truck,
including fuel, oil, and repairs.

9/19 7 hours @ 1.10 hour 7.70

(2)

D8 Tractor #41 and dozer, including operator, fuel, oil and repairs.

9/19	4 hours	@ 12.00 hour	48.00

DW 10#1 - 8.7 Cu. Yd. Struck Measure, including operator, fuel, and repairs.

9/10	1 hour	@ 13.50 hour	13.50

DW 10 #3 - 6.7 Cu. Yd. Struck Measure, including operator, fuel, and repairs.

9/19	4 hours	@ 13.50 hour	54.00

Patrol Grader #7 - Caterpillar Model 12, including operator, fuel, oil, and repairs.

9/19	2 hours	@ [illegible].50 hour	17.00	
			157.20	
		Plus 5%	7.86	165.06
				$207.48
Less 164.3 cu. yds @ 35 [illegible] in Estimate				57.51
Tractor [illegible]		" "		27 00
[illegible]		" " "		18 00
				102.51
			diff	104.97

PAGE NO.

PARKER - SCHRAM COMPANY

217 BUILDERS EXCHANGE BUILDING PORTLAND 4, OREGON

K186997

CONTRACT: Brookings Grading, Paving

PAYROLL Week ENDING 9/23 1951

NAME OCCUPATION	M Sept 17	T 18	W 19	T 20	F 21	S 22	S 23	HRS.	V	RATE	AMOUNT	DEDUCTIONS INCOME TAX	M.A.	SOC. SEC.	STATE	TIME CHECK NO.	AMOUNT	PAY ROLL CHECK NO.	AMOUNT
Grading beyond contract limits to match up with existing grade.																			
Wm Hart			30T 7 ✓					3 4		3.75 2.50	21.25 ✓								
J. R. Nierman			20T 6					2 4		2.85 1.90	13.30 ✓								
Patrol Blade #5		2	X																
Cat #106			7 ✓																
Tractor #41 and Dozer			4 ✓																
L. W 10 #1			1 ✓																
L W 10 #3			4 ✓																
Patrol Blade #7			2 ✓																
											34.55 ✓								

KER
A. SCHRAM

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

BUILDERS EXCHANGE BUILDING
PORTLAND 4, OREGON
October 24, 1951

Oregon State Highway Commission
Salem, Oregon

TO: PARKER-SCHRAM COMPANY, DR.

Force Account work performed on our Contract No. 3355 for Grading and Paving the Brookings-California State Line Section of the Oregon Coast Highway in Curry County, Oregon.

Grading beyond existing contract limits to match up with existing grade at Brookings.

Payroll week ending 9/23/51		$34.55		
Plus:				
Oregon State Industrial Ins.	$3.80			
Less 40%	1.52			
	2.28			
Social Security and unemployment insurance	4.50			
	6.78			
$34.55 @ 6.78 per 100.00		2.34		
		36.89		
Plus 15%		5.53		42.42
Equipment:				
Patrol Grader #5 - Model 12 Caterpillar, including fuel, oil, and repairs.				
9/18 2 hours @ 8.50 hour			17.00	
Auto #106 - Ford 1/2 ton pickup truck, including fuel, oil, and repairs.				
9/19 7 hours @ 1.10 hour			7.70	

D8 Tractor #41 and dozer, including operator, fuel, oil and repairs.

9/19 4 hours @ 12.00 hour 48.00

DW 10#1 - 8.7 Cu. Yd. Struck Measure, including operator, fuel, and repairs.

9/10 1 hour @ 13.50 hour 13.50

DW 10 #3 - 8.7 Cu. Yd. Struck Measure, including operator, fuel, and repairs.

9/19 4 hours @ 13.50 hour 54.00

Patrol Grader #7 - Caterpillar Model 12, including operator, fuel, oil, and repairs.

9/19 2 hours @ 8.50 hour 17.00

157.20

Plus 5% 7.86 165.06

$207.48

PAGE NO.

PARKER - SCHRAM COMPANY

217 BUILDERS EXCHANGE BUILDING PORTLAND 4, OREGON

K106697

CONTRACT: Brookings Grading, Paving

PAYROLL Week ENDING 9/23 1951

NAME	M	T	W	T	F	S	S	HRS.	V	RATE	AMOUNT	DEDUCTIONS INCOME TAX	DEDUCTIONS M.A.	DEDUCTIONS SOC. SEC.	DEDUCTIONS STATE	TIME CHECK NO.	TIME CHECK AMOUNT	PAY ROLL CHECK NO.	PAY ROLL CHECK AMOUNT	V
Sept	17	18	19	20	21	22	23													
Grading beyond contract limits to match up with existing grade. OCCUPATION																				
Wm Hart OCCUPATION			30T 7					3 4		3.75 2.50	21.25									
J. R. Nierman OCCUPATION			20T 6					2 4		2.85 1.90	13.30									
OCCUPATION																				
Patrol Blade #5 OCCUPATION		2																		
Cats #106 OCCUPATION			7																	
Tractor #41 and Wagon OCCUPATION			4																	
Q. W 10 #1 OCCUPATION			1																	
U W 10 #3 OCCUPATION			4																	
Patrol Blade #7 PATION			2																	
ALS											34.55									

ARKER
A. SCHRAM

PARKER-SCHRAM COMPANY

GENERAL CONSTRUCTORS

BUILDERS EXCHANGE BUILDING
PORTLAND 4, OREGON

October 24, 1951

Oregon State Highway Commission
Salem, Oregon

TO: PARKER-SCHRAM COMPANY, DR.

Force Account work performed on our Contract No. 3355 for Grading and Paving the Brookings-California State Line Section of the Oregon Coast Highway in Curry County, Oregon.

Grading beyond existing contract limits to match up with existing grade at Brookings.

Payroll week ending 9/23/51		$34.55	
Plus:			
Oregon State Industrial Ins.	$3.80		
Less 40%	1.52		
	2.28		
Social Security and unemployment insurance	4.50		
	6.78		
$34.55 @ 6.78 per 100.00		2.34	
		36.89	
Plus 15%		5.53	42.42

Equipment:

Patrol Grader #5 - Model 12 Caterpillar, including fuel, oil, and repairs.

9/18	2 hours @ 8.50 hour	17.00

Auto #106 - Ford 1/2 ton pickup truck, including fuel, oil, and repairs.

9/19	7 hours @ 1.10 hour	7.70

D8 Tractor #41 and dozer, including operator, fuel, oil and repairs.		
9/19 4 hours @ 12.00 hour	48.00	
DW 10#1 - 8.7 Cu. Yd. Struck Measure, including operator, fuel, and repairs.		
9/10 1 hour @ 13.50 hour	13.50	
DW 10 #3 - 8.7 Cu. Yd. Struck Measure, including operator, fuel, and repairs.		
9/19 4 hours @ 13.50 hour	54.00	
Patrol Grader #7 - Caterpillar Model 12, including operator, fuel, oil, and repairs.		
9/19 2 hours @ 8.50 hour	17.00	
	157.20	
Plus 5%	7.86	165.06
		$207.48

PAGE NO.

PARKER - SCHRAM COMPANY

217 BUILDERS EXCHANGE BUILDING PORTLAND 4, OREGON

K166067 CONTRACT: Brookings Grading, Paving

PAYROLL Week ENDING 9/23 1951

NAME	Sept	17	18 T	19 W	20 T	21 F	22 S	23 S	HRS.	V	RATE	AMOUNT	DEDUCTIONS INCOME TAX	M.A.	SOC. SEC.	STATE	TIME CHECK NO.	AMOUNT	PAY ROLL CHECK NO.	AMOUNT	V
Grading beyond contract limits to match up with existing grade. OCCUPATION																					
Wm Hart OCCUPATION				30T 7					3 4		3 75 2 50	21 25									
J. R. Niermann OCCUPATION				20T 6					2 4		2 85 1 90	13 30									
OCCUPATION																					
Patrol Blade #5 OCCUPATION			2																		
Auto #106 OCCUPATION				7																	
Tracto #41 and Hyp OCCUPATION				4																	
D. W 10 #1 OCCUPATION				1																	
DW 10 #3 OCCUPATION				4																	
Patrol Blade #7 PATION				2																	
TALS												34 55									

Chas. T. Parker
Carl A. Schram

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

Builders Exchange Building
Portland 4, Oregon

October 24, 1951

Oregon State Highway Commission
Salem, Oregon

TO: PARKER-SCHRAM COMPANY, DR.

Force Account work performed on our Contract No. 3355 for Grading and Paving the Brookings-California State Line Section of the Oregon Coast Highway in Curry County, Oregon.

Grading beyond existing contract limits to match up with existing grade at Brookings.

Payroll week ending 9/23/51		$34.55	
Plus:			
Oregon State Industrial Ins.	$3.80		
Less 40%	1.52		
	2.28		
Social Security and unemployment insurance	4.50		
	6.78		
$34.55 @ 6.78 per 100.00		2.34	
		36.89	
Plus 15%		5.53	42.42

Equipment:

Patrol Grader #5 - Model 12 Caterpillar, including fuel, oil, and repairs.

9/18	2 hours @ 8.50 hour	17.00	

Auto #106 - Ford 1/2 ton pickup truck, including fuel, oil, and repairs.

9/19	7 hours @ 1.10 hour	7.70	

D8 Tractor #41 and dozer, including operator, fuel, oil and repairs.					
9/19	4 hours	@ 12.00 hour		48.00	
DW 10#1 - 8.7 Cu. Yd. Struck Measure, including operator, fuel, and repairs.					
9/10	1 hour	@ 13.50 hour		13.50	
DW 10 #3 - 8.7 Cu. Yd. Struck Measure, including operator, fuel, and repairs.					
9/19	4 hours	@ 13.50 hour		54.00	
Patrol Grader #7 - Caterpillar Model 12, including operator, fuel, oil, and repairs.					
9/19	2 hours	@ 8.50 hour		17.00	
				157.20	
			Plus 5%	7.86	165.06
					$207.48

PAGE NO.

PARKER - SCHRAM COMPANY

217 BUILDERS EXCHANGE BUILDING PORTLAND 4, OREGON

K180097 CONTRACT: Brookings Grading & Paving

PAYROLL Week ENDING 9/23 1951

NAME Sept	M 17	T 18	W 19	T 20	F 21	S 22	S 23	HRS.	V	RATE	AMOUNT	DEDUCTIONS INCOME TAX	M.A.	SOC. SEC.	STATE			TIME CHECK NO.	AMOUNT	PAY ROLL CHECK NO.	AMOUNT	V
Grading beyond contract limits to match up with existing grade. OCCUPATION																						
Wm Hart OCCUPATION			7 20T					3 4		3.15 [illegible]	21.25											
J. R. [illegible] OCCUPATION			6					2 4		[illegible] [illegible]	13.30											
OCCUPATION																						
Patrol Blade #5 OCCUPATION		2																				
Auto #106 OCCUPATION			7																			
Tractor #41 [illegible] OCCUPATION			4																			
4. W 10 #1 OCCUPATION			1																			
[illegible] W 10 #2 OCCUPATION			4																			
Patrol Blade #7 PATION			1																			
ALS											34.55											

CHAS. T. PARKER
CARL A. SCHRAM

PARKER-SCHRAM COMPANY

GENERAL CONSTRUCTORS

BUILDERS EXCHANGE BUILDING
PORTLAND 4, OREGON

October 24, 1951

Oregon State Highway Commission
Salem, Oregon

TO: PARKER-SCHRAM COMPANY, DR.

Force Account work performed on our Contract No. 3355 for Grading and Paving the Brookings-California State Line Section of the Oregon Coast Highway in Curry County, Oregon.

Grading beyond existing contract limits to match up with existing grade at Brookings.

Payroll week ending 9/23/51 $34.55

Plus:

Oregon State Industrial Ins. $3.80
Less 40% 1.52
2.28

Social Security and
unemployment insurance 4.50
6.78

$34.55 @ 6.78 per 100.00 2.34
36.89

Plus 15% 5.53 42.42

Equipment:

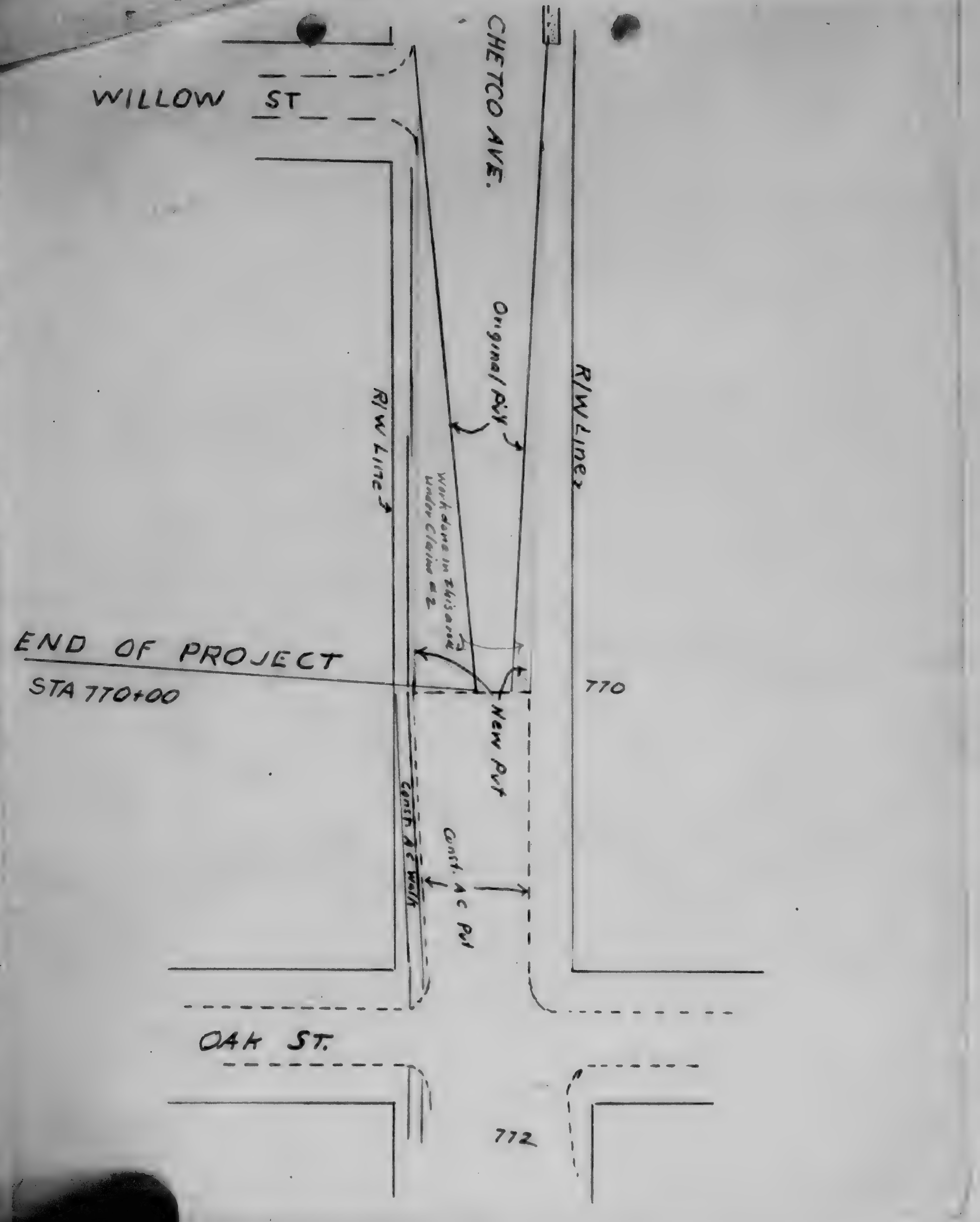
Patrol Grader #5 - Model 12 Caterpillar, including fuel, oil, and repairs.

9/18 2 hours @ 8.50 hour 17.00

Auto #106 - Ford 1/2 ton pickup truck, including fuel, oil, and repairs.

9/19 7 hours @ 1.10 hour 7.70

D8 Tractor #41 and dozer, including operator, fuel, oil and repairs.			
9/19 4 hours @ 12.00 hour		48.00	
DW 10/1 - 8.7 Cu. Yd. Struck Measure, including operator, fuel, and repairs.			
9/10 1 hour @ 13.50 hour		13.50	
DW 10 #3 - 8.7 Cu. Yd. Struck Measure, including operator, fuel, and repairs.			
9/19 4 hours @ 13.50 hour		54.00	
Patrol Grader #7 - Caterpillar Model 12, including operator, fuel, oil, and repairs.			
9/19 2 hours @ 8.50 hour		17.00	
		157.20	
	Plus 5%	7.86	165.06
			$207.48


CHETCO AVE.
WILLOW ST
Original Pvt
R/W Line
R/W Line
Work done in this area under Claim #2
END OF PROJECT
STA 770+00
770
New Pvt
Const. AC Walk
Const. AC Pvt
OAK ST.
772

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FORM E-30 25M 9-51 62315

[illegible]

3355

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 20, 1953

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Reference is made to record of Assignments No. 3094 and 3095, pertaining to claims by Parker-Schram Company for work on the Brookings-California State Line Contract No. 3355.

Considerable correspondence has ensued between Mr. Smith and the Parker-Schram Company regarding these claims, and as of June 25th, 1952, Mr. Smith forwarded to the company two Force Account Orders supposedly covering the items in dispute. As of this date, we have had no reply to this letter, nor have the signed orders been returned to this office.

Mr. Smith advises that he will again attempt to contact Parker-Schram and ask them to close up this claim.

The assignments are being held in this office pending final action of the matter.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A. Pease

Edwin A. Pease
Construction Office Engineer

NOTED
W. C. WILLIAMS

RECEIVED
FEB [illegible] 1953
STATE HIGHWAY ENGINEER

EAP:sh

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NOV 21 1952
FOR FILING

F-IIV (3)

[illegible]

November 20, 1952

Glens Falls Indemnity Company
Sixth Floor Mills Tower
San Francisco 4, California

Attention: Mr. Earl B. Alexander

Gentlemen:

We have your letter of November 13 concerning the bond issued by your Company covering State Highway Contract No. 3355 awarded to Parker-Schram Company for work on the Brookings-California State Line Section of the Oregon Coast Highway in Curry County. This contract was awarded to Parker-Schram on June 28, 1950, in the sum of $243,894.50. The bond in our copy of the contract does not show a bond number but does show the date of June 28, 1950, the signatures of Charles T. Parker and C. A. Schram for the contractors and James E. Schram for the surety, and countersigned by James E. Schram for the firm of Amerata and Schram, 440 Mead Building, Portland, Oregon.

We sincerely hope that this information will be of some assistance to you in locating your copy of the bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

K

GRIFFITH, VICE-PRESIDENT
JOHN L. SERGEANT, SECRETARY
PACIFIC COAST DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CAL

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York

SAN FRANCISCO 4, CALIFORNIA

November 13, 1952

Oregon State Highway Department
Salem, Oregon

Gentlemen:

State Highway Contract No. 3355 for work performed on the Brookings-California State Line Section on the Oregon Coast Highway in Curry County completed by the contractor, Parker-Schram Co. on November 5, 1951and formally accepted by the Highway Comission on Oct. 20, 1952.

We thank you kindly for your letter of November 10, 1952 in which you gave us certain information regarding the above captioned contract.

If it will cause no great inconvenience to you, we would be very happy to receive some additional information on this contract job in order that we may properly close our file.

We are unable at this time to locate the particular bond that was issued on this contract. Therefore, it would be of great assistance to us if you can supply us with our bond number on this contract, the effective date of the bond and the contract, the original contract price or any other information that might enable us to locate this file.

Again, may we say that any information that you can give us to help us identify this contract will be highly appreciated.

Respectfully yours,

Earl B. Alexander
EARL B. ALEXANDER
PACIFIC COAST BONDING DEPT.

EBA/ab

Gurney [illegible] file [illegible]

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NOV 21 1952
FOR FILING

F-119(3)

November 17, 1952

Oregon State Highway Commission

Gentlemen:

The project authorization on Contract No. 3355, Brookings-California State Line Project, Grading and Paving, will be overrun approximately $33,000, which is a 12.8 per cent overrun. One reason for this overrun was additional cost of installing culverts amounting to $14,000. We had anticipated that we could jack the large culvert through an existing fill; but, due to the nature of the materials, this was not successful, and we were forced to install the culvert by tunnel method at a very material increase in cost. The other reason is the engineering cost on this project, which overran approximately $20,000, the reason for which is explained in a letter attached hereto.

This matter will be on the next agenda, and it is respectfully requested that you approve an increase of $33,000 on Contract No. 3355.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure
cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. C. H. Maison

WCW:me bl

November 17, 1952

Oregon State Highway Commission

Gentlemen:

In regard to the engineering cost on the Brookings-California State Line Section of the Oregon Coast Highway, Contract No. 3355:

The engineering cost bears a close relation to the time the contractor spends on the job, and it is rarely possible to hold the engineering cost down where supervision must be given over a greatly extended period of time. It usually happens on such jobs that the delay of the contractor is due to scarcity of labor in the particular area, with all the attendant difficulties of trying to work with inefficient labor and men not interested in pushing the job. Such workmen cause a great deal more engineering supervision, with the replacement of stakes innumerable times and constant watching to see that everything is done correctly.

On the Brookings-California State Line Section the engineering costs were 2.4 times the original project authorization, or $35,641 versus $14,661; however, the contractor's time on the job was 3.3 times the time limit originally set up, even when allowing for the 28 days' delay in award.

There was a big boom on in Brookings at the time this contract was underway, and the contractor found it impossible to secure adequate help locally and only a few of his Portland crews would report to that locality on account of living conditions. He was also delayed in securing culvert pipe and reinforcing steel which, together with an early fall, was instrumental in forcing the job over to the next year.

The contractor's failure to obtain sufficient personnel, together with a month's delay in the award of the contract due to right-of-way difficulties and inability to jack culvert pipes through fills, made it utterly impossible to complete the contract during the first working season. This forced the work to be carried over until the following year and, of course, materially increased the engineering cost. Incidentally, it also materially increased the cost to the contractor, who lost in excess of $50,000 on this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. G. H. Maison
WCW:me bl

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 13th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

In regard to the engineering cost on the Brookings-California State Line Section of the Oregon Coast Highway, Contract #3355.

The engineering cost bears a close relation to the time the contractor spends on the job, and it is rarely possible to hold the engineering cost down where supervision must be given over a greatly extended period of time. It usually happens on such jobs that the delay of the contractor is due to scarcity of labor in the particular area, with all the attendant difficulties of trying to work with inefficient labor and men not interested in pushing the job. Such workmen cause a great deal more engineering supervision, with the replacement of stakes innumerable times and constant watching to see that everything is done correctly.

On the Brookings-California State Line Section the engineering costs were 2.4 times the original project authorization, or $35,641 versus $14,681. However, the contractor's time on the job was 3.3 times the time limit originally set up even when allowing for the 28 days' delay in award.

There was a big boom on in Brookings at the time this contract was done, and the contractor found it impossible to secure adequate help locally, and only a few of his Portland crews would report to that locality on account of living conditions. He was also delayed in securing culvert pipe and reinforcing steel which, together with an early fall, was instrumental in forcing the job over to the next year.

The progress of the work was considerably handicapped by the inability to jack the first culvert through the fill and the inability to completely jack the second culvert. Inasmuch as a great deal of the material went into these two fills and could not be placed until after the culverts were built, it necessarily interfered with the contractor's operations and prevented him from prosecuting the grading work. There has been a great deal of argument whether the failure to jack the culverts was due to the contractor's method, but, after discussing the matter many times with the Armco people who were consultants on the job and Mr. Parker of the contracting firm and reviewing our past experience in jacking culverts, I am now of the opinion that the character of the material was such that jacking was impossible, and that we probably should have set up the job to provide for driving a tunnel under the fill and setting up the haul to allow for sufficient time for this to be done. Had this been done, the contractor would probably have opened up his grading work in a different manner, which might have resulted in less engineering expense.

Parker-Schram, in my estimation, is one of our most cooperative contractors. They take a great interest in their work, and Mr. Parker gives it intensive personal supervision where it is close enough to headquarters to do so. Unfortunately, he was not able to do this on the Brookings-California State Line job. In my opinion the contractor who has done such careful work in blasting on the bluffs at Oregon City and on the Columbia River between Viento and Wygant Park and between Hood River and Mosier should be forgiven for one sour job during years of construction work with the Highway Department; it has, therefore, been recommended that the engineering penalty be remitted in consideration of their excellent accomplishments on other jobs.

It is rather difficult to say whether we could have been more economical with the engineering on this job. I have examined all the payrolls, and the salaries total to about $23,000, which would leave $12,000 for per diem expense, rental of equipment etc. On account of the housing difficulties and in order to keep the party busy part time on other work, we handled the job with the party stationed at Port Orford, keeping part of the men at Brookings on per diem expense. The party was engaged in other work during the shutdown of the job, and the expense during the five winter months was nominal. We were experiencing the same difficulty as the contractor in securing and keeping adequate help in an isolated locality where living quarters for families were nearly impossible to find during a boom when all salaries in the logging industry were greatly in excess of those paid by the Highway Department. It is hard to get experienced men or even young college graduates to transfer or report to such a location. Inefficient help and continuous quitting of course adds greatly to the cost of the engineering.

Taking all these matters into consideration, particularly the fact that the contractor lost a material sum on the job, I feel that it is in the interest of good relations with one of our most skilled contractors that the engineering penalty be omitted.

Very truly yours,

H. G. Smith
Construction Engineer

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NOV 1 [illegible] 1952
STATE H[illegible]

HGS:AB

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NOV 21 1952
FOR FILING

F-119 (3)

3355

ED F. ACKLEY
ATTORNEY-AT-LAW
P. O. BOX 638
BROOKINGS, OREGON

November 17, 1952.

State Highway Department,

Mr. H. B. Glaisyer, Secy.

State of Oregon,
Salem, Oregon.

Re: Hayes v Parker-Schram Company.
Mc Farland v Parker-Schram Company
Contract No. 3355.

Dear Mr. Glaisyer:

I have received your November 10, 1952 letter in the matter of the claim that I have placed against Parker-Schram Company for damages sustained to an automobile on July 25, 1951, in the Town of Harbor, Curry County, Oregon, this said automobile being owned by Fred Mc Farland. This claim has not been satisfied although I have made many demands upon Parker-Schram for settlement thereof.

In the matter of the same contract I respectfully desire to call your attention to another claim that I have filed with the Department for damages caused by the said Parker-Schram Company within the limits of the aforesaid contract No. 3355 and which has not been paid.

This latter case is presently in the office of John F. Steelhammer, Livesley Building, Salem attorney. I am forwarding to Mr. Steelhammer a copy of this letter to you. Naturally, to the extent that we so may do, we respectfully herewith file our objections to the final settlement with the contractor until our respective claims have been satisffed by him.

Sincerely yours,

Ed F. Ackley.

RECEIVED

11-17-52

RECEIVED
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FOR FILING

r-117/51

November 12, 1952

Parker-Schram Co.
200 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 20, 1952, had under discussion your request for an extension of time of 100 days, from July 31 to November 8, 1951, within which to complete your contract No. 3355 for grading and paving on the Brookings-California State Line Section of the Oregon Coast Highway in Curry County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D. Lytle,
Division Engineer

George C. Baker,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD
11-12-52 gl

RECEIVED
FOR FILING

F-119(3)

3355

R

Indexed
Alphabetically

McFarland, Fred.

November 10, 1952

Mr. Ed F. Ackley
Attorney-at-Law
P. O. Box 628
Brookings, Oregon

Dear Mr. Ackley:

We have on record a claim filed by you on behalf of your client, Fred McFarland, for damages to a car incurred on July 25, 1951 in the town of Harbor in Curry County.

This claim is in connection with State Highway Contract No. 3355, awarded to Parker-Schram Company for grading and paving on the Brookings-California State Line Section of the Oregon Coast Highway in Curry County.

Will you please advise this office immediately whether or not this claim has been satisfied as we are prepared to make final settlement with the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

11-18-52 gl

RECEIVED
FOR FILING
F-119 (3)

November 10, 1952

Glens Falls Indemnity Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3355 for work performed on the Brookings-California State Line Section on the Oregon Coast Highway in Curry County was completed by the contractor, Parker-Schram Co., on November 5, 1951 and was formally accepted by the Highway Commission on October 20, 1952..

The Commission is prepared to release final payment to the contractor in the amount of $10,114.60, however, a long established policy of the Highway Commission precludes final payment until all outstanding claims have been satisfied and this office advised. The total contract amount is $269,340.80 and no force account work was performed on the project.

There has been a claim filed against this project by M. B. and Faye Hayes, dba Cedar Lane Cannery, for damages in the amount of $24,913.34. A claim has also been filed by attorney for Fred McFarland in the amount of $208.79 for damages sustained in a collision with Harlan Johnson. We have previously notified you of both claims.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD
11-10-52, g

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NOV 5 1952
FOR FILING

[illegible]

[illegible]

October 30, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 5, 1951 on Contract No. 3355, Brookings-California State Line Section, in connection with Federal Aid Project No. F-119 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: John Cattrall

WCW/sjc

RECEIVED
OCT 21 1952
FOR FILING

F-111

October 15, 1952

Request for extension of time
No. 15
October 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Parker-Schram Company for an extension of time on Contract No. 3155, Brookings-California State Line Section of the Oregon Coast Highway, from July 31, 1951 to November 8, 1951.

Unsuitable weather during the spring of 1951 delayed and cut down the working season considerably. As a part of this contract, the contractor was supposed to jack a 48-inch pipe through a heavy fill. After considerable attempts had been made to follow the procedure specified in the contract, it was deemed impractical, and it was necessary to install the pipe by open cut method. This resulted in considerable delay to the contractor as he was unable to operate in the area where the pipe was being placed.

For these reasons, I recommend that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

RECEIVED
OCT 7 - 1952
FOR FILING

September 30, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to my letter to you under date of January 3, 1952, relative to extension of time on Contract No. 3355, Brookings-California State Line Section, Project F-119 (3). I attach hereto a file having reference to this matter, and I would appreciate your noting the letter addressed to me by H. G. Smith under date of December 20, 1951 and the letter addressed to H. G. Smith by the Parker-Schram Company under date of March 27, 1952. It is my opinion that these letters substantiate my letter of January 3 with sufficient evidence to warrant the time extension as requested.

I will appreciate your review and your advice as to whether the extension will be approved or not. The matter has reached the stage where it must be presented to our Highway Commission in order to close out this project. If we are unable to obtain your approval, it will be necessary that we so advise the Commission and request the extension without benefit of federal-aid cooperation on the engineering for the overrun period.

Please return our file.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

cc Mr. H. G. Smith

RECEIVED
FOR FILING

FORM E-80 27,500 4-52

F-119 31

3355

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 24, 1952

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

On November 29th, 1951, you referred to Mr. Polk a letter requesting an extension of time on Contract No. 3355, Brookings - California State Line Section, from July 31st, 1951, to November 8th, 1951. On December 13th, 1951, Mr. Polk replied, refusing to concur in the extension without penalty. On January 3rd, 1952, you replied to Mr. Polk and set forth reasons by which you believed the extension was justified.

Since that date there apparently has been no further communications on this matter. However, in a verbal discussion with Mr. Polk several weeks ago, he stated that he had not yet made up his mind as to what action should be taken. I believe it would be well to again request Mr. Polk for a final decision on this matter.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:sh

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1952
HIGHWAY ENGINEER

Form E-1-1024—7-50

7-119(3)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 21, 19 52

Section Brookings- Cal. State Line

Kind of work Grading & Paving

Highway Oregon Coast

Section prefix 5-1-37

Contractor Parker -Schram Co

Contract number 3355

Date of contract ...., 19......

Date of completion ...., 19......

Date work started ...., 19......

Estimated date of completion ...., 19......

Amount of contract . . . . $............

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering . . . . . . $............

Per cent of contract completed, based on total contract price . . . .%

Engineering cost to date $............, ...%

Date project was completed ...., 19......

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

I accompanied Mr. H. G. Smith, Construction Engineer and Mr. F. D. Morgan, Assistant Division Engineer, to Gold Beach Wednesday evening where we went over the Contractors' claims for Extra Work on the Brookings-Calif. State Line job. Thursday A. M. we went on to Brookings and looked the work over on the ground.

NOTED
H. G. SMITH

RECEIVED
JUN 23 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed Geo. C. Baker Resident Engineer

Address Box 741 Port Orford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 41606

RECEIVED
1952
FOR FILING

Chas. T. Parker
Carl A. Schram

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

Builders Exchange Building
Portland 4, Oregon

March 27, 1952

Mr. H. G. Smith, Construction Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

We regret the delay that has occurred in replying to your letter of December 24, 1951, concerning the cause for the delayed start in our operations on Contract No. 3355 for grading and paving on the Brookings-California State Line Section of the Oregon Coast Highway. We believe that the time required for performance of this contract was necessary under the conditions that we encountered; that the causes for delay were beyond our control or jurisdiction and entirely without our fault or negligence and that the work was completed as expeditiously as possible under the circumstances.

For your information, we submit below a statement of the reasons responsible for the extended time required to complete this project exactly as they existed to the best of our knowledge and belief:

In the first place, you will recall that award of the contract was delayed because of right of way difficulties. Bids on the project were received May 26, 1950, and the contract was awarded June 28. We were notified of this action in telegram from Mr. Glaisyer dated June 29. Meantime, unfortunately from our standpoint, as clearly demonstrated in the light of subsequent events, we had agreed to extend to 40 days the time within which award would be accepted, subject to equitable extension in the time allowed for completion of the work. This was confirmed in our letter of June 26, 1950, to the State Highway Commission and later proved to be a very serious and costly mistake on our part.

Realizing that the culverts would be a controlling factor in the progress of work on this project and in order to expedite matters, we placed an order with the Armco Drainage and Metal Products Inc. of Portland, for the 48-inch corrugated metal pipe on June 20, 1950, subject to contract award. We so advised Mr. Lytle in letter of June 22, 1950, at which time we requested the exact lengths of culvert pipe required.

Moreover, in letter of June 29, 1950, to Mr. Lytle, we outlined our proposed schedule of operations on the project, from which we quote in part, as follows:

> "As you know, the award of this contract has been delayed because of right-of-way difficulties but, for your information, we are today in receipt of a wire from your Salem office advising that the award has been made and contracts will be submitted promptly.

Conditions on the above project are such that we will be unable to start grading operations to any advantage until either the concrete box culvert and/or the 48-inch corrugated metal culvert to be constructed under our contract, has been completed. Our first operation will, therefore, of necessity be to start the jacking of the 48-inch corrugated culvert pipe and the production of concrete aggregates for the box culvert. This work we plan to start as promptly as possible but we find the earliest delivery that we can obtain on the 48-inch culvert pipe is about July 17 so, unless our present program is disrupted, we will start moving in during the week of July 10 and proceed first, of course, with the necessary clearing and preparation of the foundation for the concrete culvert.

Installation of the 48-inch corrugated metal culvert should not require much more than three weeks and our present schedule contemplates the start of grading operations on the south end of the project promptly after completion of this unit and during the period while the pouring of the concrete box culvert is in progress. The start of grading operations on the north end of the project will follow when the latter unit has been completed and the time element will naturally be dependent upon the date that this is accomplished."

In letter of same date to Mr. Glaisyer acknowledging notice of award, we again stressed the need for the culverts in order to start grading operations and we quote in part from that letter as follows:

"Contracts will be executed promptly upon receipt and our present plans call for the start of operations on the project during the week of July 10. Unfortunately, the first grading that can be accomplished on the above project is contingent upon the completion of the jacked 48-inch corrugated metal culvert and the earliest date that we have been able to obtain assurance of delivery of the necessary pipe is about July 17 so that moving in on the project before the week of July 10 would accomplish no good practical purpose."

Notwithstanding our constant and persistent efforts to expedite shipment of the 48-inch culvert pipe, some delay occurred and the pipe was not delivered to the job until the first two weeks of August. Meantime, our crews had actually started preliminary work on the project on July 24, including clearing and preparation of foundation necessary for the jacking operations. Job report dated August 10, 1950, reads as follows:

" (1) We have all the clearing done at Station 787+38 where the 4'x 4' box culvert goes and will walk the cat across bridge the first of next week to do the rest of it.

(2) Clearing done and road in to pipe (culvert location) at Station 830+56.

(3) Clearing done, excavation for pipe and jacks and piling driven (for jacking foundation) at Station 854+81.

We started jacking operations on the culvert at Station 830+56 on August 15 and by the following morning had penetrated approximately 12' when the conditions encountered clearly indicated that no further progress could be accomplished by that method at such location and the operation was discontinued for discussion and agreement between Mr. Kewell and Resident Engineer Baker that the methods specified would not work. We quote from the job report on this situation, as follows:

> "The material we were jacking into was 6"-0 gravel with very little binder and was caving about 6' above the top of the pipe. Indications were that this seam would continue clear through the fill and the pipe was beginning to jack hard with just the 12' penetration. Wednesday afternoon, August 16, Lytle and Sage of the Highway Department looked over the setup and agreed that the pipe could not be jacked."

Mr. Shelton of your Department arrived on the project August 16 to study the situation and stated that, in his opinion, the fill could be tunnelled in order to complete the culvert installation but he would not commit himself as to the rate of progress that he thought could be made by this method and no definite decision was reached in the matter. Meantime, we had moved our equipment and started to jack the culvert at Station 830+56 on August 17 at which location we were successful in penetrating the fill to a depth of 80 feet before further progress became impossible and a section of culvert pipe finally collapsed under the jacking pressure being applied. It was then necessary for us to complete the installation of this culvert by open cut and tunnel construction methods at considerable increased expense. We resumed work on culvert at Station 854+81 on October 13 at which time we were requested to attempt installation by the open cut method but we were stopped very shortly in this effort by extremely heavy rains that necessitated closing down operations entirely until the following spring. During the interim it was finally decided to complete this culvert by the use of Armco steel tunnel liner plates which was successfull and undoubtedly the method that should have been prescribed in the first place.

The order for reinforcing steel required for construction of concrete box culvert at Station 737+38 was placed with Soule Steel Company of Portland on July 5, 1950, for requested delivery in three weeks. No doubt you will recall that this material was in very short supply at that particular time and we consider that we were extremely fortunate in obtaining steel needs for this job by the middle of August which was the approximate date the first shipment was received. As the result of an investigation conducted by our representative promptly after his arrival on the project, we requested the Resident Engineer on July 20, 1950, to obtain approval of concrete aggregates used by the Hytinen Concrete Company of Crescent City as we proposed to use ready-mix concrete from this plant made with cement to be supplied by

Portland, Oregon
March 27, 1952

Beaver Portland cement Company if acceptable for the culvert construction. Letter of August 4 from Mr. Baker advised as follows:

> "As per your request in your letter of July 20th, I sampled the aggregate at the Hytinen Concrete Company plant at Crescent City, California. The laboratory report returned yesterday with the results as unsatisfactory. The Hytinen Company is not equipped to handle segregated aggregates consequently they can not conform with our requirements for Class A concrete."

This necessitated that we revise our plans and seek another source for our concrete material which we finally located in production for another project by Marlin Tryon of Fort Dick from a bar located on Smith River in California about 4000 ft. down stream from Highway 101. In compliance with our request, Mr. Baker obtained samples of these aggregates on or about August 19 and laboratory reports dated August 31 approving these materials as suitable for our use in Class A concrete on this project, were received in this office September 1, 1950. Meantime, starting on August 15, we had proceeded with the construction of necessary culvert forms and excavation for the structure which latter operations promptly developed into a rather difficult problem as, immediately after removal of the top layer of soil, we encountered soft, wet material too mucky for excavating with tractor equipment as originally planned which again forced us to make a change in plans and switch to excavation by dragline machine. The material existing at the elevation established for the base of the culvert was soft and unstable and required considerable time and effort to provide a suitable solid and satisfactory foundation for concrete. We actually started pouring the culvert base on September 12 and were successful in performing the succeeding steps necessary for the completion of the unit with the exception of the down stream wing walls before we were required to discontinue all operations on the project by the extremely heavy rains experienced later that fall.

All sequential operations necessary for the completion of our contract were resumed or started just as soon during the spring and summer of 1951 as weather or other conflicting conditions would permit. We believe the job was completed as expeditiously as possible under the circumstances and with new modern equipment of type, capacity and number of units that would normally be assigned to a project of that magnitude. We, therefore, believe that the time consumed was necessary for performance and that the cause for delay can be charged to three prime factors, as follows:

1. The important time lapse between receipt of bids on May 26 and notice of award on June 29 which forced culvert construction into the rainy fall season and prevented completion.

2. The delay that resulted from the necessity for revision in the method specified for installation of culverts at Station 830+56 and 854+81.

3. The extremely heavy rains and extended period of wet and unsatisfactory ground conditions experienced during the fall, winter and spring season of 1950-1951.

Mr. H. G. Smith (Cont'd)

Portland, Oregon
March 27, 1952

We trust that in view of the above record you will agree without reservation that the causes for delay were beyond our control and without our fault or negligence and, on the strength of this record, we respectfully renew our earlier request for an additional extension of 100 days in the time allowed for completion of our above contract or until November 8, 1951, which, according to our information, will be adequate for the purpose as we understand contract was accepted as complete on November 4, 1951, when the seal coat was applied.

Yours very truly,

PARKER-SCHRAM COMPANY

By C. A. Schram

CAS:eab

Form E-1—10M—7-50

3-119 (3)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Febuary 9, 1952

Section Brookings-Calif. State Line

Kind of work Grading and Paving

Highway Oregon Coast

Section prefix 8-1007

Contractor Parker-Schram Co.

Contract number 3355

Date of contract June 23, 1950

Date of completion July 31, (Extention) 1951

Date work started 1950

Estimated date of completion November 5, 1951

Amount of contract $243,894.50

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $271,013.66

Per cent of contract completed, based on total contract price 111 %

Engineering cost to date $33,809.66, 12.9 %

Date project was completed November 5 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

3 men worked Monday thru Wednesday rechecking Semi-Final.

NOTED
H. W. LIBBY

RECEIVED
FEB 11 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
K. D. LYTLE

NOTED
B. A. MARTIN

Signed Resident Engineer

Address Box 741, Port Orford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.84	5.84		0.95	5.64
Miles partially completed	0	0		0	0
Miles completed	5.84	5.84		0.95	5.64
Total estimated quantities	133,955.0	36,477.4		82.15	14,562.16
Estimated quantities moved or placed to date	"	"		"	"
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Clear		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
~~FOR~~ FILING
F-119(3)
OREGON DISTRICT

R

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 5, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A report of an inspection made in November by one of our inspecting engineers on Project F 119(3) Brookings--State Line Section of the Oregon Coast Highway indicates the project was completed and accepted by the State on November 8, 1951.

The report states that pavement construction was completed on October 5 and that sealing could have been accomplished during the good weather prevailing the following week. However, the contractor, presumably for personal reasons, elected to defer seal construction and consequently the work was not started until November 1. Weather at that time was damp and cold resulting from a very severe storm late in October. As a consequence the rock chips did not stick which condition can only lead to lack of a non-skid surface and to excessive bleeding next summer.

In view of the seemingly unsatisfactory seal, we intend to defer acceptance of the project until it can be viewed next summer or until such time as you may re-seal it.

Very truly yours,

C G Polk

C. G. Polk
District Engineer

Job accepted by BPR. on Oct. 31, 1952
(According to advice from Schwiesow)

Carbon copy sent
to general files

RECEIVED
1952
COMMISSION

RECEIVED
JAN 15 1952
FOR FILING

2

January 3, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of December 13 in which you advise nonapproval of an extension of time without penalty from August 1 to November 8 on Contract No. 3355, Brookings-California State line section, Project F-119 (3).

Probably a complete analysis of working conditions on this job was not made apparent to you in our request for your concurrence in the extension. In the statement of unfavorable weather conditions, I do agree that weather conditions were not a vital factor, but the materials being handled were in such wet and muddy condition that grading work was very materially hampered. When grading work was resumed after winter shutdown on May 16, the contractor had extreme difficulty clear up into July, in both construction of the main roadbed, particularly the large cut between Station 772 and Station 782, and a required detour. While the weather was not severe (in fact it was a very good spring), the materials had nowise dried out, and I quote a few excerpts from the resident engineer's weekly report:

1. Week Ending June 2: "Progress on the job this week was slow. The seepage water has made construction of the detour difficult, but with drying weather the detour is about graded."

2. Week Ending June 30: "Progress on the job has been slow because of black mud, clay, and springs encountered between Stations 772 and 777."

3. Week Ending July 7: "Grading is moving along better, as there is less mud to contend with."

4. Week Ending September 8: "The cut bank on the left from Station 778 to 780 is breaking back, as it is heavy gravel material on top of schist with seepage.....it will be necessary to bench this slope to remove the weight from the schist."

You will note from the above that the contractor was working under very unfavorable wet and muddy conditions. In fact, the contractors on this project lost about $50,000 on the job, and it is one of the very few jobs, to my knowledge, on which these contractors have not been able to handle their work satisfactorily. The Parker-Schram Company has operated in the State of Oregon for many years and has always handled its work in an excellent manner and it has an excellent reputation for workmanship. I am quite certain that inability to finish within the time limit was beyond control of the contractor, regardless of his earlier progress on the job, and we again request your review and concurrence in the extension of time without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith

FORM E-30 25M 6-51 49719

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 20th, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTE
W. C. WILLIAM

Dear Sir:

In answer to Assignment #3086, reasons for granting a second time extension on Contract #3355, Brookings-California State Line Sectionl

1. Trouble was experienced in jacking the 48-inch corrugated metal pipe through the fill, which caused considerable delay in 1950. The contractors had a great deal of difficulty getting competent men to report to Brookings, both foremen and mechanics. It was probably somewhat due to this that they had so much trouble in jacking the pipe through.

2. Excavation in the large cut, Station 772 to 782, was delayed in May, June and July, 1951, by black mud, clay and springs, and by solid rock encountered; also, the construction of a detour required was, delayed by seepage water and mud.

The contractors elected to do the grading with cats and scrapers on account of the long distance and expense of transporting a shovel. This undoubtedly delayed the work considerably.

3. The total amount of the contract was increased about ten percent by the additional surfacing material required.

The contractors lost about $50,000 on the job, principally through their inability to supervise the work at that distance from Portland and probably to a considerable extent because they were unable to move onto the job as soon as the contract was awarded. This is the first time I know of that Parker-Schram has not been able to handle a job in a very satisfactory manner. In fact, they have handled jobs such as the widening of the bluff at Oregon City and the section of the Columbia River Highway between Viento and Wygant Park almost perfectly. They are also rather peculiar in that it is nearly impossible to ever effect a settlement with them.

It seems to me that one must take a broader-gauged view of extensions of time than can be done by singling out a single job. Where a contractor has a very excellent reputation for workmanship and happens to fall down on one job, I think his past record should be taken into consideration, and I feel that to assess an engineering penalty against contractors of such enviable reputation would be unwarranted and would be a great detriment to our future dealings with them. I remember several years ago they refused to bid for three or four years because of some fancied injustice on a settlement, and I do not believe an engineering penalty should be allowed to jeopardize our relations with contractors of such skill and ability.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT

No. 3086
By

Date: December 17, 1951

Description: Mr. Polk's letter of December 13 regarding time extension on Contract No. 3355, Brookings-California State Line Section, Project F-119 (3)--Parker-Schram Company

Acknowledged by ----- Referred to --- Smith --------

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxx/Return with rough draft of reply
Please prepare for -------------- signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 12-21-51 Report received ---------
me

Remarks: Have we any other valid reasons for time extension without penalty.
WCW

C. G. POLK
District

NOTED

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 13, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
[illegible]

Dear Sir:

Reference is made to your letter of November 29, 1951 requesting our concurrence in a second extension of time on Contract No. 3355, Brookings-California State Line Section, Project F-119(3) from July 31, 1951 to November 8, 1951, without penalty to the contractor, Parker-Schram Company.

Bids for this project were received May 26, 1950, award of contract made on June 28, and work started July 26, 1950. Four full weeks of ideal summer weather was lost by the contractor's delay in starting. Further, this was only a token start as our records indicate that on August 16, clearing, a minor item, was but 10% complete, and that jacking of a 48" pipe at station 855 had but recently begun. The project at this time was shown as 1% complete with grading not having started. On September 11 the project was 7% complete. The small amount of work accomplished during the ideal working weather extending from June 28 to September 11 is conclusive evidence that the contract was not seriously prosecuted.

Work suspended for the winter on November 20 and resumed on May 16, 1951. Under date of January 11, 1951 we concurred in your request for a time extension from October 30, 1950 to July 31, 1951.

Our records fail to substantiate your statement of unsuitable weather during the spring of 1951 after work resumed on May 16. In fact, it is our understanding that better than average weather was experienced. It is realized that the contractor was delayed probably two months on installation of the 48" pipes. This delay, however, is amply covered by the first time extension when consideration is given to the lack of progress during the summer of 1950. Accordingly, we will recommend for approval the time extension request subject to the condition that liquidated damages be assessed from August 1, 1951 to date of completion.

Very truly yours,

CGPolk

C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
DEC [illegible] 1951
FOR FILING

7-111

[illegible]

December 27, 1951

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Parker-Schram Company in connection with contract No. 3355, for grading and paving on the Brookings-California State Line Section of the Oregon Coast Highway in Curry County.

This payment, in the amount of $5,829.17, will be released to the contractor on or after January 7, 1952. The amount of retained percentage is $8,017.31.

A claim has been filed against this project by M. B. and Faye Hayes, dba Cedar Lane Cannery, for damages in the amount of $24,913.34. A claim has also been filed by attorney for Fred McFarland in the amount of $208.79 for damages sustained in a collision with Harlan Johnson. We have previously notified you of both claims.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD
12-27-51, gl

Form E-1—10M—7-50

7-119(3)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 8, 1951

Section Brookings-Calif. State Line

Kind of work Grading & Paving

Highway Oregon Coast

Section prefix 8-1007

Contractor Parker-Schram Co.

Contract number 3355

Date of contract June 23, 1950

Date of completion July 31, (Extention) 1951

Date work started July 31, 1950

Estimated date of completion November 5, 1951

Amount of contract $243,894.50

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $271,013.66

Per cent of contract completed, based on total contract price . . . . 111 %

Engineering cost to date $33,033.09, 13.5%

Date project was completed November 5 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed Semi-Final Estimate Friday Evening. Due to severe storm in this vicinity, office was with out lights from Tues. noon till Friday noon; this slowed work considerably.

NOTED
H. G. SMITH

RECEIVED
DEC 10 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed Geo. C. Baker, Resident Engineer

Address Box 741, Port Orford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.84	5.84		0.95	5.64
Miles partially completed	0	0		0	0
Miles completed	5.84	5.84		0.95	5.64
Total estimated quantities	133,955.0	36,477.4		82.15	14,562.16
Estimated quantities moved or placed to date	"	"		"	"
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain Cloudy		
Monday	Rain		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Cloudy		
Saturday	"		

State Printing Dept. 41606

RECEIVED
FOR FILING

[illegible]

[illegible]

Indexed
Alphabetically

Gardner, A. H.

December 7, 1951

Mrs. A. H. Gardner
P. O. Box 96
Brookings, Oregon

Dear Mrs. Gardner:

This will acknowledge receipt of your letter of October 31, complaining that Parker-Schram Company had widened the highway right of way 15 feet or more at the south approach to the Chetco River bridge and encroached upon your property in so doing.

I am advised by Resident Engineer Baker that Parker-Schram Company did no widening of the highway at this point and that the only work they did was blading the area to clean up the rock which fell as the result of their shooting, in order to leave the property in a condition comparable to that existing when the work started. Mr. Baker is also of the opinion that the widening of which you complain was done at the time the bridge was constructed in 1926 and that it has been used as a parking area ever since.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

hi

cc Mr. H. G. Smith
Mr. K. D. Lytle

COPY

P. O. Box 96, Brookings, Oregon,
October 31st, 1951.

Mr. R. H. Baldock, State Highway Engineer,
Salem,
Oregon.

Dear Mr. Baldock:

In connection with your Highway 101 improvement project through your contractor PARKER & SCHRAMM, I believe the State of Oregon through its Highway Commission purchased certain parcels of land where the State desired to widen the Highway and it did not already have the right-of-way therefor.

That, however, does not seem to be the case in our instance. The writer along with Sarah Ann Beswick et al have property alongside Highway 101 at Harbor, near the Chetco River Bridge, and no one representing the State of Oregon or the Highway Department, or your contractor Parker & Schramm, ever contacted us for any right of way alongside Highway 101 adjacent to the Chetco River Bridge; but despite that fact, Parker & Schramm widened the Highway alongside our property there as much as fifteen feet over the actual or existing Highway right-of-way, which actual right-of-way is 30 feet from the center line of the Highway on each side of the Highway. The writer saw Parker & Schramm doing this work, but before calling it to your attention I desired to go to Ashland to see Sarah Ann Beswick, above mentioned, to ascertain whether or not anyone representing the Highway Commission or Highway Department ever contacted her about it, and my findings in that respect are that no one ever contacted her in the matter.

Under the circumstances we cannot allow our land to be included in such right-of-way, and must request that you see to it that a concrete curb or rail (of sufficient height) is constructed between the Highway right-of-way line and our land the full distance of our land misappropriated by Parker & Schramm when they widened the Highway alongside our property. In widening the Highway at this location they should have adhered to the actual right-of-way of Highway 101, which is thirty feet from the center line of the Highway, on each side of the Highway.

This misappropriation of a part of our land for such right-of-way is already proving to be a nuisance to us, as it is now very inviting for a car, or cars, to drive on to this misappropriated portion and remain parked there for hours, being actually out of the existing Highway right-of-way. And it also makes it possible for them to bring along a boat and take it directly from there down across some more of our land to the Chetco River. Other times, the car occupants will get out of the car and leave it parked on our land (misappropriated for right-of-way by Parker & Schramm) as part of their Highway 101 widening project) while they cross our land down below to the Chetco River where they fish for hours. This property is at the East end of the Chetco River Bridge, along Highway 101.

Hence, this protest to you and request that you acknowledge receipt of my letter and that you kindly give the matter your immediate attention.

Respectfully yours,

(REGISTERED)

/s/ A. H. Gardner
A. H. Gardner

SIGNMENT

: October 2, 1951

No. 32

By

Description: A. H. Gardner's letter of September 26 regarding temporary permit issued ~~him~~ last October allowing us to go across south end of his property along south boundary line for hauling gravel and equipment

Acknowledged by / Referred to Smith

Investigate and report with recommendation

xx [illegible]n, such action as necessary and report

Comment or recommendation

Return with rough draft of reply

Please prepare for ____________________ signature

Assignment executed 12 7-51 Report received ________

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

[illegible]
W. C. WILLIAMS
[illegible]

P. O. Box 96, Brookings, Oregon,
September 26th, 1951.

Oregon State Highway Commission,
State Highway Department, - Mr. R. H. Baldock, Engineer,
Salem, Oregon.

NOTED
W. G. WILLIAMS

Gentlemen:

With reference to the temporary permit we gave you, in writing, last October, allowing you to go across the south end of our property along the south boundary line for hauling gravel and equipment incidental to your present operations there:

Having been informed that your contractor, Parker & Schramm, will be finished with their work under their present contract on the Highway 101 project in Brookings and Harbor, within the next week or ten days, I am now writing to remind you that it will be necessary for you to replace our fence which you took down; and also that part of our fence which you apparently covered with gravel etc. will have to be unearthed and properly replaced; and also our gate to this fence will have to be put back in place and padlocked. When you obtained our temporary permission last October, I handed your Resident Engineer, Mr. Geo. C. Baker, a key to the padlock on our gate, but instead of merely unlocking the gate and setting it aside in its fixed place, you or your contractor, Parker & Schramm, proceeded to take down the gate, and also you have taken down a part of our fence, all of which will have to be properly replaced promptly.

The other day I went down and examined the grounds over which you were permitted temporarily to cross for hauling gravel and equipment, and I find that you used our ground for other purposes than for hauling gravel and hauling equipment. A deep pit was dug by you for placing of a large scale, and there are several deep ruts, and deep vehicle tracks. All these will have to be filled with gravel and leveled off. Also, you have stacked a big pile of refuse material on our land on the bank of the river and extending out from there on our land in the river. We did not give you any permission to pile any material or obstruction of any kind on our land. A glance at the map will readily show you that this stack of refuse material is not even on any part of our land in the river across which you have an easement-of-way as of record, and even if it were on a part of such land you would not have any right to place any obstruction there any more than we would have such right. This pile of refuse material being on a part of one side of the river and extending out into the river, narrows the passage for water at that point, and it might cause some damage if there happens to be a real high tide at the same time the river is "up" during the heavy rainy season,--this obstruction could cause the water to back up to such an extent that the water would overflow the bank and onto our land where our cottages are located, which of course would be a serious matter.

Yours very truly,

A. H. Gardner

(REGISTERED)
(Copy to Res. Engr.-Mr. Baker)

(A. H. Gardner)

RECEIVED
DEC 1951
FOR FILING

7-119(3)

December 3, 1951

Glens Falls Indemnity Co.
Pacific Coast Department
6th Floor Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Parker-Schram Company a portion of the funds hereto retained by the Commission in connection with contract No. 3355, for grading and paving on the Brookings-California State Line Section of the Oregon Coast Highway in Curry County.

This payment, which is in the amount of $14,705.33, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,837.02. The present payment will be released on or after December 13, 1951.

There are two claims filed against this project, of which you have been previously notified. A claim has been filed by M. B. and Faye Hayes, dba Cedar Lane Cannery, for damages in the amount of $24,913.34, and a claim for damages sustained in a collision with Harlan Johnson, in the amount of $208.79, has been filed by attorney for Fred McFarland.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

[illegible]

RECEIVED
DEC 3 1951
FOR FILING

F-119(3)
3355

November 29, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3355, Brookings-California State Line Section, Ore. F-119 (3), from July 31st, 1951 to November 8th, 1951, to Parker-Schram Company, contractors.

Unsuitable weather during the Spring of 1951 delayed and cut down the working season a considerable amount. Also, the contractor experienced considerable difficulty in jacking 48" pipe through the fill, as specified in the contract. After attempting to place this pipe by the jacking method, it was determined it would be impracticable and it was necessary to install the pipe by open cut method.

For these reasons, I would recommend the extension without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

EAP:sh

cc H. G. Smith

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F-119

Indexed
Alphabetically
Gardner, A.H.

November 5, 1951

Mrs. A. H. Gardner
P. O. Box 96
Brookings, Oregon

Dear Mrs. Gardner:

We are referring your letter of October 31 to our Construction Engineer with a request that he report on the work done by our contractor off the highway right of way.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

LHW:kp

cc Mr. H. G. Smith

P O Box 96, Brookings, Oregon,

October 31st, 1951.

Mr. R. H. Baldock, State Highway Engineer,
Salem,
Oregon .

Dear Mr. Baldock:

In connection with your Highway 101 improvement project through your contractor PARKER & SCHRAMM, I believe the State of Oregon through its Highway Commission purchased certain parcels of land where the State desired to widen the Highway and it did not already have the right-of-way therefor.

That, however, does not seem to be the case in our instance. The writer along with Sarah Ann Beswick et al have property alongside Highway 101 at Harbor, near the Chetco River Bridge, and no one representing the State of Oregon or the Highway Department, or your contractor Parker & Schramm, ever contacted us for any right of way alongside Highway 101 adjacent to the Chetco River Bridge; but despite that fact, Parker & Schramm widened the Highway alongside our property there as much as fifteen feet over the actual or existing Highway right-of-way, which actual right-of-way is 30 feet from the center line of the Highway on each side of the Highway. The writer saw Parker & Schramm doing this work, but before calling it to your attention I desired to go to Ashland to see Sarah Ann Beswick, above mentioned, to ascertain whether or not anyone representing the Highway Commission or Highway Department ever contacted her about it, and my findings in that respect are that no one ever contacted her in the matter.

Under the circumstances we cannot allow our land to be included in such right-of-way, and must request that you see to it that a concrete curb or rail (of sufficient height) is constructed between the Highway right-of-way line and our land the full distance of our land misappropriated by Parker & Schramm when they widened the Highway alongside our property. In widening the Highway at this location they should have adhered to the actual right-of-way of Highway 101, which is thirty feet from the center line of the Highway, on each side of the Highway.

This misappropriation of a part of our land for such right-of-way is already proving to be a nuisance to us, as it is now very inviting for a car, or cars, to drive on to this misappropriated portion and remain parked there for hours, being actually out of the existing Highway right-of-way. And it also makes it possible for them to bring along a boat, and take it directly from there down across some more of our land to the Chetco River. Other times, the car occupants will get out of the car and leave it parked on our land (misappropriated for right-of-way by Parker & Schramm)as part of their Highway 101 widening project) while they cross our land down below to the Chetco River where they fish for hours. This property is at the East end of the Chetco River Bridge, along Highway 101.

Hence, this protest to you and request that you acknowledge receipt of my letter and that you kindly give the matter your immediate attention.

Respectfully yours,

A. H. Gardner

(A. H. Gardner)

(REGISTERED)

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FOR FILING
F-117 ([illegible])
[illegible]

9

Chas. T. Parker
Carl A. Schram

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS
Builders Exchange Building
PORTLAND 4, OREGON

October 25, 1951

Oregon State Highway Commission
Salem, Oregon

TO: PARKER-SCHRAM COMPANY, DR.

Force Account Work performed on our Contract No. 3355 for Grading and Paving the Brookings-California State Line Section of the Oregon Coast Highway in Curry County.

Widening of slopes beyond the original cross section called for under plans, including excavation and disposal of material and resloping of the cut bank in the widened area.

Payrolls:

Week ending 9/16/51 per attached		$21.85	
Week ending 9/23/51 per attached		31.13	
		52.98	
Plus:			
Oregon State Ind. Ins.	$3.80		
Less 40%	1.52		
	2.28		
Social Security and Unemployment Ins.	4.50		
	6.78		
52.98 @ 6.78 per 100.00		3.59	
		56.57	
Plus 15%		8.49	65.06

Equipment:

DW 10 #3 - 8.7 Cu. Yd. Struck Measure, including operator, fuel, and repairs.

9/14	2 hours	
9/15	2 hours	
9/17	8½ hours	
	12½ hours @ 13.50 hour	168.75

D. W. 10 #1 - 8.7 Cu. Yd. Struck Measure, including operator, fuel, and repairs.		
9/14 2 hours		
9/15 2 hours		
9/17 3 hours		
7 hours @ 13.50 hour	94.50	
D. W. 10 #4 - 8.7 Cu. Yd. Struck Measure, including operator, fuel and repairs.		
9/17 4 hours @ 13.50 hour	54.00	
D. W. 10 #5 - 8.7 Cu. Yd. Struck Measure, including operator, fuel and repairs.		
9/15 2 hours		
9/17 5 hours		
7 hours @ 13.50 hour	94.50	
Auto #106 - 1/2 ton Ford Pickup Truck, including gas, oil, and repairs.		
9/17 5 hours @ 1.10 hour	5.50	
Patrol Grader #7 - Model 12 Caterpillar, including operator, fuel, oil and repairs.		
9/15 2 hours @ 8.50 hour	17.00	
D8 Tractor #34 and dozer, including operator, fuel, oil and repairs.		
9/15 2 hours		
9/17 3 hours		
5 hours @ 12.00 hour	60.00	
D8 Tractor #41 and dozer, including operator, fuel, oil and repairs.		
9/17 9 hours @ 12.00 hour	108.00	
	602.25	
Plus 5%	30.11	632.36
		$697.42

PAGE NO.

K182238

PARKER-SCHRAM COMPANY

217 BUILDERS EXCHANGE BUILDING PORTLAND 4, OREGON

CONTRACT: Brookings Grading + Paving

PAYROLL Week ENDING 9/16 1951

NAME Sept	M 10	T 11	W 12	T 13	F 14	S 15	S 16	HRS.	V	RATE	AMOUNT	DEDUCTIONS INCOME TAX	M.A.	SOC. SEC.	STATE	TIME CHECK NO.	TIME CHECK AMOUNT	PAY ROLL CHECK No.	PAY ROLL CHECK AMOUNT
F. J. Hart OCCUPATION Operator						2		2		115	230	Overtime rate							
R. L. Gault OCCUPATION Operator					2	2		4		115	460	✓		✓					
M. Frank OCCUPATION Operator					2	2		4		115	460	✓	✓						
R. M. Gourley OCCUPATION Operator						2		2		115	230	✓	✓						
Ray Gore OCCUPATION Operator						2		2		117½	235	–	–						
J. R. Neerman OCCUPATION Grademan						2		2		2.85	570								
Q. W 10 #3 OCCUPATION					2	2													
D.W. 10 #1					2	2													
Patrol Grader #7 OCCUPATION						2													
Tractor #34						2													
OCCUPATION Q. W 10 #5						2													
OCCUPATION																			
											21 85								

PAGE NO.

PARKER-SCHRAM COMPANY

217 BUILDERS EXCHANGE BUILDING PORTLAND 4, OREGON

K192236 CONTRACT: Brookings Grading - Paving

PAYROLL Week ENDING 9/23 1951

NAME Sept	M 17	T 18	W 19	T 20	F 21	S 22	S 23	HRS.	✓	RATE	AMOUNT	DEDUCTIONS INCOME TAX	M.A.	SOC. SEC.	STATE	TIME CHECK NO.	AMOUNT	PAYROLL CHECK NO.	AMOUNT	✓
Wm L. Hart OCCUPATION	5							3 2		3 75 2 50	16 25 ✓									
J. R. Nierman OCCUPATION	4½							4½		1 90	8 55 ✓									
R.M. Gourley OCCUPATION	5							5		1 15	5 75	✓ Overtime rate								
R. L. Gault OCCUPATION	½							½		1 15	58 ✓	"	"							
Auto #106 OCCUPATION	5 x																			
4W #10 #1	3 x																			
4W #10 #3 OCCUPATION	8½ x ✓																			
4W 10#4	7 x ✓																			
4W 10#5 OCCUPATION	5 x ✓																			
Tractor #34 OCCUPATION	3 x																			
Tractor #41 OCCUPATION	9 x																			
OCCUPATION																				
TOTALS											31 13 ✓									

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OCT 31 1951
FOR FILING

October 23, 1951

Parker-Schram Company
Builders Exchange Building
Portland 4, Oregon

Attention: Mr. C. A. Schram

Gentlemen:

In reply to your letter of October 19, arrangements have been made, through Division Engineer Lytle, at Roseburg, to permit you to continue using screen rejections at your Brookings job to complete the minor commitments you have made, and particularly the one to the School District at Brookings.

It was through somewhat of a misunderstanding that you were notified to cease using any more reject materials.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. K. D. Lytle

FOR FILING
RECEIVED

Chas. T. Parker
Carl A. Schram

PARKER-SCHRAM COMPANY

GENERAL CONSTRUCTORS

Builders Exchange Building
PORTLAND 4, OREGON

October 19, 1951

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

W. C. WILLIAMS

Dear Sir:

Reference is made to our Contract No. 3355 for grading and paving on the Brookings-California State Line Section of the Oregon Coast Highway in Curry County.

We are today in receipt of the following letter of October 18 from Mr. Geo. C. Baker, Resident Engineer on the above project:

> "I have received instructions from the Division Office to inform you not to remove any more reject material from State Highway Commission property on the Chetco River."

Of course, we have no idea what might have prompted such decision at this late date but in any event the request is not consistent with the oral agreement the writer had with you with reference to this matter on September 4 and which we immediately recorded in memorandum of same date to our Mr. John H. Copper at Brookings, as follows:

> "The writer contacted Mr. W. C. Williams at Salem today concerning use of gravel from the State owned deposit for private work upon completion of our job and he advised that in his opinion there would be no objection on the part of the State Highway Department although it would be necessary that we be charged the standard rate of 3¢ per cu.yd that has been established by the State as the royalty basis in such cases. He informed us that he would check into the matter further to be sure his position was correct but that if we did not hear from him within the next few days to consider that the request had been approved and to proceed accordingly. He was further of the opinion that in view of the fact that we had obtained permission to waste our screen rejects on private property which, if we remember correctly is the situation at Harbor, that such rejects were our property and could be disposed of as we saw fit. However, we agreed to keep check on all material used for any private purpose and report same for the royalty charge to be computed at the above rate on truck measurement for loose materials and at the rate of 9/10 cu.yd per ton for aggregates consumed in the asphaltic concrete.
>
> We requested Mr. Williams to advise the Resident Engineer of our arrangements but in the event he fails to do so, we trust this will serve your purpose as the authority necessary for use of gravel obtained from the State pit that may be required in any private work performed."

RECEIVED
OCT 22 1951
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon
October 19, 1951

On the strength of this arrangement we made certain minor committments ~~with~~ for delivery of crushed gravel that we feel we should fulfill, particularly one to the School District at Brookings. The quantity still involved is not large, probably only something in excess of 100 cu.yds. and constitutes rejects from our paving plant that were originally placed on the A. H. Gardner property and then later removed by us to the bank in front on the State land where, unless removed before next high water, they will be lost in any event by being washed down into the hole in the Chetco River from which the pit run material was removed.

The rejects from our screening plant operations were hauled and wasted by us on private property owned by B. A. McVay under authority granted by the owner at our request, as no orders were received from the State for such material to be hauled and stockpiled as required by the terms of our contract, and no storage space was available on the State property, as it was even necessary for us to lease adjacent land at considerable expense to provide adequate space for the installation and operation of our paving plant and the storage of asphaltic concrete aggregates required for the project.

We are sorry that any misunderstanding has developed in connection with this matter but we needed all the income that we could accumulate and more to mitigate the loss on this contract. We will forward you credit memorandum and remittance covering the royalty on materials used in private work in accordance with our understanding just as soon as the data are available.

Yours very truly,

PARKER-SCHRAM COMPANY

By CASchram

cc Mr. Geo. C. Baker, Resident Engineer
Oregon State Highway Commission
Port Orford, Oregon

Mr. K. D. Lytle, Division Engineer
Oregon State Highway Commission
Roseburg, Oregon

CAS:eab

RECEIVED
FOR FILING

October 8, 1951

Parker-Schram Company
General Constructors
Builders Exchange Building
Portland 4, Oregon

Attention: Mr. C. E. Sisk

Gentlemen:

Please refer to my letter of February 13 concerning our bill against your company in the amount of $713.16, for repairing pavement damaged by your operations on the Brookings-California State Line section of the Oregon Coast Highway.

You had previously been billed for this work on our Invoice No. 10668. This damage occurred in connection with your Contract No. 3355 which covers the above section and the work covered by our billing was performed at your Superintendent's request.

As of this date, payment from your company has not been received. Please advise your intentions in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. W. Stiffler
Assistant State Highway Engineer

JDsdk

cc- Mr. E. A. Collier
Mr. D. B. Taylor
Mr. A. B. Parkes

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SEP 21 1951
FOR FILING

F-117(3)

3355

2846

Salem, Oregon
September 18, 1951

Mr. J. M. Devers

In the matter of the claim filed by Ed F. Ackley, Attorney, of Brookings, on behalf of M. B. Hayes and wife, by reason of damages allegedly sustained by reason of the contractor muddying the water supply of the cannery, there is not much that I can add to former reports.

This matter has been investigated both by your Department and the Engineering Department, and the consensus of opinion is that the State is without obligation in this matter and that if the Hayes have a valid claim it is against the contractor and not the State Highway Commission.

It would be my suggestion that we consider this matter closed unless the State is brought into the matter through legal action on the part of the Hayes' attorney.

W. C. Williams

WCW:me

FORM E-90 25M 2-51 47198

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 28, 1951

SUBJECT: R/W File 16027
M. B. & Faye Hayes
Brookings Section, Coast Highway

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

The attached papers have been handed to me for further study. A close check of the file concerning this case fails to disclose any material change in the situation since February 21, 1951, on which date a rather complete report was made by Mr. Wyckoff of this department.

There is very little that I can add to Mr. Wyckoff's report, a copy of which, I believe, was forwarded to you. Mr. Wyckoff, together with K. D. Lytle, made a personal investigation of this matter, and the evidence upon which he based his report was obtained firsthand. I might say that on August 13th we were informed by the surety company that they felt the Hayes claim had no basis, and that, therefore, they were denying any liability of Parker-Schram, the contractor.

I am inclined to agree with Mr. Wyckoff's theory that the liability, if any, would be solely that of the contractor. Mr. Ackley's claim is rather ambiguous, and it is rather hard to ascertain therefrom just whom his clients hold responsible for the alleged damage. However, I believe the State is completely protected by the indemnification clause in the contract, and I further believe that the State has complied with all of its obligations with respect to this matter by notifying the contractor and the surety company of the circumstances and the position of the State.

Very truly yours,

J. M. DEVERS

By John R. McCullough
JOHN R. McCULLOUGH
Assistant Attorney

JRMcC:mb

Encs.

Mr. Devers.

I will be pleased to discuss this with you at your convenience.

Williams

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[illegible]
[illegible]

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21st, 1951

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

In regard to Assignment #2846, claim filed by Ed F. Ackley, Attorney, Brookings, on behalf of M. B. Hayes and wife, who are doing business under the assumed name of Cedar Lane Cannery at Brookings, in the amount of $24,913.34.

This is a very difficult matter to report on by letter, but I would recommend that the representatives of the Legal Department study the situation on the ground. In the preparation of plans for the Brookings-California Line Section it was found that one of the culverts under a highway fill was crushing down and had to be replaced, which we provided should be done by jacking. In addition to this the fill had to be raised in height some twelve or fifteen feet, and additional right of way was acquired from the claimants.

The slope of the fill and the bottom of the creek were covered by a dense underbrush, but it developed upon starting work that this cannery had a spring or well in the bottom of the canyon near the mouth of the culvert, and that the contractor's men, not realizing that water would be used from such an unlikely place for canning purposes, fouled the spring in making preparations for jacking through the culvert. On account of the unstable nature of the fill and the early autumn rains, they found it impossible to jack the culvert through until metal liner plates could be obtained.

The well and pump have been relocated in the bottom of the canyon about fifty feet from the mouth of the culvert. I have instructed the division engineer to immediately place drainage troughs along the edge of the fill and do everything possible to stop any wash, but this will be hard to do on a new fill fifty or seventy-five feet in height.

It seems to me that this case involves many legal angles, and that the owner should have had considerable responsibility in pointing out to the Department and the contractor the location of the water supply located in such a peculiar place near the mouth of the culvert and underneath

NOTED
W. C. WILLIAMS

our fill. It is my recommendation that representatives of the contractor's bonding company and the State Highway Department investigate this thoroughly on the ground and not depend upon investigation and reports by engineers not familiar with the legal angles involved. I might say that the general setup around the cannery is much better than it was prior to the reconstruction of the highway.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT

No. 2846
gust 9, 1951
By WC

scription: Mr. Devers' letter of 8-6, claim by M. B. Hayes (Cedar Lane Cannery), copy of Don Norlin's letter of 2-16 to Forrest Cooper, and E. F. Ackley's letter of 4-28 to Mr. Devers; re damage to water supply of Cedar Lane Cannery

Acknowledged by _____ Referred to _ Smith ✓ ________

xx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________________ signature
____

Assignment executed 8-[illegible]-51 Report received _________

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM Z-30 25M 2-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 6, 1951

SUBJECT: R 16027

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

I attach a copy of a claim filed by Mr. Ed F. Ackley, attorney, of Brookings, on behalf of M. B. Hayes and wife, who are doing business under the assumed name of Cedar Lane Cannery at Brookings, and I enclose also a copy of a letter which I received from Mr. Ackley under date of April 28. There also is enclosed a copy of Mr. Norlin's report to Mr. Cooper with respect to this same matter. The claimants and their attorney are requesting that this matter get further and more definite consideration.

I have today called this matter to the attention of Parker-Schram and to their surety company. I want to make sure that we have complied with all of our obligations with respect to this matter, and I will appreciate any comments you have to make.

Yours very truly,

J M Devers

J. M. DEVERS
Chief Counsel

Enclosures
JMD:AWP
cc Mr. Ed F. Ackley

NOTED
W. C. WILLIAMS

C
o
p
y

Ed F. Ackley
Attorney-at-Law
Brookings, Oregon

April 28, 1951.

Mr. J. M. Devers,
Chief Counsel,

Oregon State Highway Commission,
Salem, Oregon.

Re: M. B. Hayes & Faye Hayes Claim.

Dear Mr. Devers:

Please refer to your March 5, 1951 letter to me in the above entitled matter.

I have heard nothing from Parker-Schram Company since the last mentioned date in this matter.

Several days ago Mr. George Baker, your engineer in charge of the project on Highway 101, from Brookings to the State line talked to me. The subject of his conversation was that the Commission desired to go upon the property of my clients and do such work as might be necessary to insure Mr. Hayes against having his water supply further disturbed during the construction work, on the highway, which shall shortly become necessary adjacent to his property. We very much appreciate this act, on the part of the Commission, and we so told Mr. Baker and, further, agreed with all of his proposals. It is possible that all of this shall not, in the future, cause Mr. Hayes to suffer further loss and damage.

However this does not correct nor compensate Mr. Hayes for the damages that he has sustained. Can't we get together in this controversy and get it settled?

Sincerely,

E. F. Ackley

FORM E 30X 15M 8-50 40301

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Feb. 16, 1951

SUBJECT: 16027
M. B. & Faye Hayes
Brookings Section

To: Forrest Cooper
Right of Way Engineer

Dear Sir:

In the company of Ralph Wykof and K. D. Lytle, I made a trip to Brookings, February 13 and 14 for the purpose of looking into the Rex Hayes Cannery suit. The following facts, to me, are the core of the thing:

1. The moving of the Cannery and re-establishing of said cannery and water system and the compensation paid for closure due to upset of plans of switching operations to another cannery are not part of and have no connection with the suit being brought

2. The entire complaint is based upon interference of operation of the Cannery due to disruption of the water supply by equipment being operated by Parker-Schram, the contractors

3. Further disruption and irritation have been caused by the sloughing off of dirt which was dug out and placed on each side of the gulch as a part of the contractors attempt to push a drainage pipe through the existing fill, said attempt being unsuccessful

4. It appears that the result of the contractors actions has been to disrupt the canning of salmon during the peak run of the year and Mr. Hayes showed me several orders which he had to refund money on due to the fact that he was unable to build up his stock of canned salmon and smoked salmon during the regular salmon run.

I suppose Mr. Lytle is going to make a report from the engineering technicalities involved and so my report covers only the way it apprears to me as a right of way agent. If there is any further information which you desire, I will try to answer or find out the answers if you wish.

Very truly yours,

Don Norlin

Don Norlin,
Right of Way Supervisor

dn;at

M. B. Hayes and Faye Hayes
doing business under the
assumed name of, Cedar Lane
Cannery,

Claimants

v.

The State of Oregon, The Oregon
State Highway Commission and Ben
R. Chandler, Chas. H. Reynolds,
and M. K. McIver, members and
commissioners thereof; and Charles
T. Parker and G. A. Schram, doing
business under the firm name and
style of Parker-Schram Company

Respondents.

Claim.

Comes now the claimant, hereinabove named, and shows, alleges and sets forth as follows:

-I-

That claimant now is, and continuously since August 6th, 1950 has been engaged in conducting and carrying on a canning business and that the place of said business is in a building located on the south side of U. S. Highway No. 101, approximately one mile southerly from the Chetco River bridge, as the said bridge is located upon the said highway, in the Town of Harbor, Curry County, State of Oregon.

-II-

That claimant established said business prior to August 6th, 1950; that the said business consists of the manufacturing of fine food products and the canning thereof; that at all times mentioned herein the said business has been nationaly known because of the quality of its product and the national advertising, by claimant, of its product, a high degree of reputation and good will among the trade and with individual customers who come to the said place of business; and, that the said business depends upon the continuance, at all times herein mentioned, upon the said high quality, and adequate quantity, of its said product, together with the prompt and expiditious filling of such orders, for said product, as may be brought to said claimant by its customers.

-III-

That claimant is engaged in the manufacturing of food products and requires a continuous and bountifull flow of clear pure water, as an esential elemeent in the said manufacture, in order that its foor products be rendered fit for human consumption and further so ne marketable to the public.

-IV-

That prior to the date of August 7th, 1950, claimant was operating the said business with the free, unhampered and adequate supply of clear pure water, necessary in the conduct of the said business, and that the source of supply of said clear pure water was located upon claimant's premises.

-IV-

That on or about August 7, 1950, respondents, together with their agents, representatives, servants and employees, entered upon and trespassed upon the source of water supply of claimant; that this said trespass was intentional deliberate, malicious, unlawful and without the knowledge or consent of plaintiff and that thereafter, and during the period of time covered by said trespass, the respondents, together with their agents, representatives, servants and employees, intentionaly, deliberately, maliciously and unlawfully, with the aid of certain road machinery, covered the source of water supply of claimant with dirt, sand, rocks, mud and debris thereby, by their said acts, rendering the said source of water supply unfit for use by claimant and in affect destroying the same, all to the great loss and damage of claimant.

-V-

That on August 7, 1950, immedately following this interuption in claimant's water supply, M. B. Hayes, hereinabove named, contacted one Don Norlin, who, claimant has been informed and believes and so alleges, is a representative agent, servant or employee of respondents, and complained to the said Norlin of the aforesaid trespass and that the said Norlin then came to claimant's premises and viewed the results of said trespass; that thereafter certain agents, representatives, servants and employees of respondents came upon the said premises and constructed a new source of water supply for claimant, that this said new source was located, by the said workmen, some 100 feet southerly from the point of the original source of water supply; that this new source of water supply was not completed, or ready for use until August 12th, 1950; that claimants business, as a result thereof, was closed and shut down for a period of five days and during said period of time claimant could not operate its business; all to the great loss and damage of claimant.

-VI-

That upon the date of August 7, 1950, and continuously thereafter, except as is hereafter set forth, respondents have been engaged in constructing a highway along and adjacent to the northerly boundary line of the premises upon which claimant's business is situate; that in the course of said construction at said point, respondents created a fill of loosely packed sand, dirt, stones and debris; that the southerly boundary of said fill is approximately 150 feet northerly from the new source of water supply, as respondents, as hereinbefore set forth, extablished the same; that this said fill slopes sotherly for a distance of about 50 feet towards the said new source of water supply and that the top thereof is elevated approximately 75 feet above the said source; that in dry weather rocks, dirt and sand, rolled down said slope, towards the said new source of water supply, and upon claimant's premises and, further, when it rained, great quantities of mud, sand, silt, rocks and debris would slough from the said slope over and upon claimant's premises and over and upon the said new source of water supply, rendering thereafter for certain periods of time, hereinafter set forth, claimant's source of water supply useless and unfit for use, all to the great loss and damage of claimant.

-VII-

That at all times set forth in paragraph VI, hereinabove, and during the said period of time; claimant many times protested to respondents relative to the conditions therein set forth, and complained of the same, and requested of respondents that these said conditions be remedied and corrected and that claimant have constructed by respondents a good and sufficient source of water supply for claimant's business, but that respondents have completely failed and refused, and continue to fail and refuse, to grant claimant's please, requests and desires in this matter or to give them any consideration whatsoever, all to the great loss and damage of claimants.

-VIII-

That on or about December 1, 1950, respondents discontinued work upon the construction of the highway, as hereinabove set forth, leaving the hereinbefore described abd set forth fill, along and adjacents to claimants property, premises and place of business, in a dangerous, negligent and unlawful shape of condition and repair and that claimant has protested to respondents and complained to respondents of the same and requested and demanded that said fill be so repaired that it shall not continue to damage claimant's property and premises and that respondents have ignored, and continue to ignore, claimant in this matter, all to the great loss and damage of claimant.

-IX-

That because of all of this and the said acts, conduct and negligence of respondents, their agents, representatives, servants and employees; the said acts, conduct and negligence being the proximate cause of the loss and damages herein sustained by claimant, claimant has sustained loss and damages as follows:

1. That ensuing on and after August 7th, 1950, claimants have been compelled to shut down and discontinue their said business and have been deprived of any income therefrom for a total period of thirty days; that the average net income from said business is $150.00 per day; and as a result claimant has lost the sum of $4,500.00;

2. That claimant has been obliged to purchase new equipment to repair and replace equipment destroyed and rendered useless, and to pay labor costs of the installation of the same, all in the sum of $413.34.

3. That claimant has been permanently injured in its businessintegrity, it general reputation, good will and future business in the sum of Twenty Thousand Dollars.

Wherefore demand is herewith made upon the respondents, hereinabove named, together with their agents, representatives, servants and employees, for the sum of Twenty-four Thousand Nine Hundred and Thirteen and 34.100 ($24,913.34) Dollars.

Dated this 17th,day of January, 1951

ED G. ACKLEY
Ed. F. Ackley

Attorney for Claimant.
P. O. Address: Box 625,
Brookings, Oregon

State of Oregon)

County of Curry) SS. I, M. B. Hayes, being first duly sworn, on oath depose and say, "I am M. B. Hayes, one of the claimant, who has signed the above claim; that I have read the same, know the contents thereof and that the same is true, except as to those matters herein which are alleged upon information and belief, and as to them I believe them to be true."

M. B. HAYES
M. B. Hayes

Subscribed and sworn to before me this 17th. da of January, 1951

C. S. ACKLEY
C. S. Ackley
Notary Public for Oregon,
My comm. expires: Sept. 23, 1952

Notarial Seal

Notarial
Seal

State of Oregon)
County of Curry) SS. I, Ed F. Ackley, attorney for claimant hereinabove named do hereby certify that this is a true and correct copy of claim, and a transcript of the whole thereof, filed with Hon. Earl T. Newbry, Secretary of State, of the State of Oregon and also with the State Highway Commission of said State.
Dated at Brookings, Curry County, Oregon, January 17, 1951.

ED F. ACKLEY
Ed. F. Ackley,
Attorney for claimant

Endorsed:
File No. 3256
FILED JAN. 19, 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
[illegible] 1951
FOR FILING

F - 119(3)

3555

August 13, 1951

Mr. Ed F. Ackley
Attorney-at-Law
P. O. Box 628
Brookings, Oregon

Dear Mr. Ackley:

This is in reply to your letter of August 9 concerning a highway contract on the Oregon Coast Highway between the Chetco River and the California state line.

Parker-Schram Company, 200 Builders Exchange Building, Portland, hold State Highway Contract No. 3355 for grading and paving on the Brookings-California State Line Section of the Oregon Coast Highway in Curry County. We believe that this is the job to which you refer.

The performance bond was furnished by Glens Falls Indemnity Company through Amerata and Schram, 440 Mead Building, Portland 4.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

BROOKINGS 343

ED F. ACKLEY
ATTORNEY-AT-LAW
BROOKINGS, OREGON

August 9th., 1951.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you kindly give me the name of the contractor, the surety and the highway construction job number in the matter of the construction of new highway on U. S. Highway 101, between the Chetco River and the State Line, all in the Town of Harbor, Curry County, State of Oregon.

I desire to use this information for the purpose of filing a claim with the Secretary of State.

It is my opinion that the contrator is Parker and Schram and that they are a partnership doing business under the assumed name of Parker and Schram. Will you please correct me if I am in error. Also will you please give me the postoffice address of this last named company as it appears on your records.

Thanking you for your consideration herein, I remain,

Very truly yours,

BY SECRETARY

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F-19 (3)

3355

ras Lewis

August 9, 1951

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor, Mills Tower
San Francisco 4, California

Gentlemen:

Attached is a copy of a letter received by us from the Secretary of State. This letter, or claim, was filed with the Secretary of State by Fred McFarland for damages to a car incurred on July 25, 1951 in the town of Harbor, Curry County.

From the description provided, it appears that this claim may be in connection with State Highway Contract No. 3355, awarded to Parker-Schram Company for grading and paving the Brookings-California State Line Section of the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

cc Amerata and Schram
440 Mead Building
Portland 4, Oregon

Parker Schram Company
J. M. Devers

NOTED ON CARD
[illegible]

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FOR FILING

F-119 (3)

3355

August 7, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Mr. Newbry:

Thank you for your letter of August 1, 1951, transmitting three copies of a letter from Ed F. Ackley, Attorney-at-Law, Brookings, Oregon, setting forth the claim of Fred McFarland for damages in the amount of $208.79, sustained in a collision with Harlan Johnson, which arises out of State Highway Contract No. 3355.

This matter will br brought to the attention of the contractor and the surety on his bond.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

cc: F. A. Query: Please prepare the customary letters for the attached, and make an extra copy for Mr. Devers. Also have Mrs. Lewis record the claim on the card. HBG

Noted on Card

RECEIVED
10 1951
FOR FILING

F-119(3)

3525

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

August 1, 1951

NOTED
H. B. GLAISYER

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are enclosing three copies of a letter from Ed F. Ackley setting forth a claim by Fred McFarland for damages in the amount of $208.79 sustained in a collision with Harlan Johnson.

We presume that you have the original of this letter in your office, but are enclosing the copies for your information.

Very truly yours,

Earl T. Newbry

Secretary of State

EF:M
Enc.

#3216

ACKNOWLEDGED
H. B. GLAISYER

COPY

[illegible]
[illegible]

[illegible]

July 30, 1951

Hon. Earl T. Newbry,
Secretary of State of Oregon,
Salem, Oregon.

Oregon State Highway Commission,
Mr. J. M. Devers, Chief Counsel,
Salem, Oregon

Re: [illegible], claimant,
v.
The State of Oregon; the Oregon
State Highway Commission, et. al;
[illegible], respondents;
[illegible].

The above named claimant, [illegible], herewith [illegible] claim [illegible] in the sum of [illegible].79 [illegible].

This claim is based [illegible] estimate of repair cost, to claimant's automobile, attached hereto.

On July 26th, [illegible], at [illegible], in the [illegible], [illegible] County, his said automobile [illegible] a heavy piece of equipment [illegible], at the time, in road construction [illegible]. This equipment was, at the time of the accident, being driven by one [illegible] Johnson, an employee of the above named defendants.

Mr. [illegible] believes that his damage was caused by the negligence of your said above named employee.

May I please hear from you in this matter?

Very truly yours,

[illegible]

[illegible]
File No. [illegible]7
[illegible]
[illegible]

COPY

[illegible] Chevrolet
Phone [illegible] 1279 Second Street

CRESCENT CITY, CALIFORNIA

MEMORANDUM

ESTIMATE OF REPAIR COSTS

NAME Fred McFarland
ADDRESS Smith River, California

No. ______
DATE July 26, 1951

Below is our estimate to Repair Your [illegible] Automobile

MODEL	LICENSE NO.	ENGINE NO.	SERIAL NO.	[illegible]
50 Chev Coupe	7 B 13[illegible]			

Parts necessary and estimate of labor required	Parts No.	Group No.	Part Cost Estimate	Labor Cost Estimate
Repair right door and align			.	[illegible]
Replace right quarter panel			[illegible]	[illegible]
Replace right quarter panel molding			[illegible]	n/c
Replace right quarter panel molding retainer			[illegible]	n/c
Align deck lid				[illegible]
Paint as needed			[illegible]	[illegible]
			61.30	145.65
		Tax	1.84	
	Totals		[illegible].79	

Paint, Parts and Labor [illegible]

The above is an estimate [illegible] the work has been opened up. [illegible] parts [illegible] above prices are not guaranteed.

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1951
FOR FILING

F-119(3)

3355

July 2, 1951

Parker-Schram Co.
200 Builders Exchange Bldg.
Portland 4, Oregon

Attention: Mr. C. A. Schram

Gentlemen:

Reference is made to your letter dated June 26, 1951, regarding omission of "Materials on Hand" from Estimate No. 6, Contract No. 3355, Brookings-California State Line Section of the Oregon Coast Highway, in the amount of $3,620.96.

Omission of the materials on hand was an oversight in the Resident Engineer's office, due to an inexperienced man making up the estimate.

A revised voucher, including $3,620.96 for the material on hand as previously allowed, is being made. It will be forwarded to for signature in a few days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

DBP:cw

F. Parker
Carl A. Schram

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

Builders Exchange Building
Portland 4, Oregon

June 26, 1951

Oregon State Highway Commission
319 State Office Building
Salem, Oregon

Attn: Accounting Division

Gentlemen:

We are returning herewith Progress Estimate No. 6 showing payment due in the amount of $2,412.73 for work completed to June 10, 1951, under our contract No. 3355 for grading and paving on the Brookings-California State Line Section of the Oregon Coast Highway in Curry County.

We note that reductions have been made in the quantities previously allowed for "Material On Hand" on this project as follows:

48" 8 Gauge Galvanized Corrugated Metal Pipe	148 Lin.ft.	$1,928.44
48" 10 " " " " "	66 Lin.ft.	720.72
8" Perforated Corrugated Metal Pipe	860 Lin.ft.	971.80
	Total	$3,620.96

without any offsetting allowance being made in the quantities included in the unit bid price portion of the estimate covering such pipe. All of this pipe was purchased and delivered to the project upon instructions from the Resident Engineer and even though, by reason of subsequent change in design or other causes beyond our control, such material may not ultimately be required for installation in the project, some provision must be made for compensation therefor. In the case of the 48" corrugated culvert pipe, we believe that the proper basis of payment is the unit price established by the contract schedule as follows:

Item 11 - 48" 10 Gauge Corrugated Metal Pipe	$16.00 per lin.ft.
Item 12 - 48" 8 " " " "	18.25 per lin.ft.

as under the specifications applicable on this project as included in our contract, such unit prices represent the cost of the culvert pipe delivered to the project and the cost of installation is covered separately as Item 13 - Extra for Installing 48" pipe @ $22.00 per lin.ft.

Inasmuch as we have an additional 42' of 8" perforated corrugated metal pipe only recently ordered now being held in Portland for delivery to the above project, we are under the impression that failure to include this item either as

NOTED
W. W. STIFFLER

Portland, Oregon
June 26, 1951

installed or material on hand is purely an oversight.

In any event, the deduction first above referred to in the amount of $3,620.96 without some other basis of adequate allowance for compensation is not in order and we will be pleased to have you revise the enclosed estimate to take care of the deficiency.

Yours very truly,

PARKER-SCHRAM COMPANY

By CA Schram

Encl.

CAS:eab

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FOR FILING

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agenda/3355

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 22, 1951

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams

I believe that there will be before the Commission at its next meeting the claim of H. B. Hayes of Brookings, or at least Curry County, for damage which he said he sustained in connection with work which was done under contract for the state.

I had Mr. Wyckoff of this office join someone from the Right of Way Department to investigate the situation and he has made a very complete report to me, a copy of which I am enclosing for your study. I shall be glad to discuss this matter with you.

It appears from Mr. Wyckoff's report that the damage done was chargeable to our contractor, but the report also indicates that perhaps we did not supervise the contractor in his work as we should have done. I am not prepared to speak with respect to that, but I think it is an item which we should consider in connection with this claim.

J. M. Devers
J. M. DEVERS

JMD:jk
Encl.

Not discussed by Comm.
WCW

Salem, Oregon
February 21, 1951

Claim of H. B. and Faye Hayes

Mr. J. M. Devers
Chief Counsel
OFFICE

Dear Mr. Devers:

On January 19, 1951, H. B. and Faye Hayes filed a claim against the State and Parker Schram Company. This claim was in the amount of $24,913.34, and was filed through their attorney, Ed Ackley of Brookings, Oregon.

The claim arises out of certain acts performed in the furtherance of a paving and grading contract between Brookings and the California State line. The claimants are the contract purchasers of a tract of land situated adjacent to the highway. Upon this tract they operate a small cannery and in connection with their canning activities they take water from a small stream which flows at the base of a hill upon which their cannery is presently situated.

The paving and grading contract calls for the raising of the highway as it crosses the valley adjacent to the claimants' cannery and the installation of a new culvert through which the stream is to pass under the highway. In order to carry out the contract it was necessary to buy a small tract of land from the claimants and also to move the cannery a short distance. The purchase of the property has been effectuated and the cannery has been moved. The claimants were also paid $500 for loss of business while their cannery was closed, this amount seems to have been paid in lieu of severance damage.

The claim against the state and its contractor is based upon two grounds; one that the contractor and the state through its agents committed a trespass and destroyed his relocated water takeoff, and second, that the activities in emplacing the drainage pipe have caused rocks, debris and silt to wash down upon their land and pollute the stream.

According to what I am informed, the Hayes' original water takeoff was situated upon property which was conveyed to the State. After work was begun on the project the takeoff was moved downstream about 100 feet. One day after being so relocated, an employee with a bulldozer went upon the claimants' land, and in working on the channel bulldozed out the claimants' takeoff. The contractor had changed the channel of the stream for his own purposes, but had left part of the stream following such a course that the claimants could have a sufficient supply for their cannery. There seems to be no adequate explanation for the destruction of the takeoff; but it is possible that the contractor may be able to explain the matter in someway. After the destruction of the takeoff the claimants established , a new point further downstream was established, which subsequently was rendered unuseable after the first heavy rain.

In attempting to install the drainage culvert, the contractor has removed large quantities of earth from under the highway. This earth has been piled for the most part on the northern bank of the stream. Heavy rainfalls have greatly eroded this earth washing it down the stream. This erosion is extensive, even to the point of undercutting a portion of the paved section of the highway. No attempt has been made by the contractor to compact or in any way stabalize the large amounts of material that he has taken from under the highway. It is for the most part sand and silt, and in my opinion readily susceptible to erosion, and quite foreseeably so susceptible. As a matter of fact a track probably 10 to 12 feet wide laid down by the contractor for the movement of his heavy equipment alongside of the existing enbankment along the highway has been almost completely covered by eroding material.

A logging operation has been commenced several hundred feet upstream from the highway, which very probably has resulted in some pollution or muddying of the stream, but the exact extent is not measurable; but in my opinion notwithstanding the existence of the logging operation, the claimants have in actuality suffered damage from the soil erosion. This is also notwithstanding the fact that the debris does not seem to be deposited upon the claimants' land directly.

Section 6-13 of the contract with Parker-Schram provides:

> "The contractor will be solely responsible for any trespass upon adjacent property or injury thereto, resulting from and in connection with his operations. He will be liable for any claims that may be made on account of the felling of trees or the deposit of debris of any kind upon private property."

Section 6-21 contains an indemnification clause running for the benefit of the Commission and its employees. The contract also contains the following provision:

> "In the conduct of the work to be done under this contract, the contractor shall exercise the greatest possible degree of care to avoid the roiling'or muddying up' of streams either by disturbance of the stream bed or stream banks or by the flushing or depositing therein of foreign materials or earthy matter. Where the character of the stream warrants, and where such procedure is practicable, the contractor shall construct suitable settling basins for clarification of water used by him and made muddy by the washing of gravel or rock. "

In conclusion, it is my opinion that there is no liability on the part of the State as to the first basis of the Hayes' claim, inasmuch as it is based upon trespass, a tort action, against which the State is immune. If the facts are as represented, the damage is the sole result of acts of the contractor which were not authorized by his contract, and which in no way aided or contributed to the consumation of the job contracted for.

As to the second basis of the Hayes' claim, that of muddying the water, it is also my opinion that there is no liability on the part of the State. The contractor is an independent contractor rather than a servant of the State, and the State is not responsible for the torts of the contractor unless they are necessarily incurred in the accomplishment of the final product. It is my opinion that although we forbid a contractor to engage in certain practices harmful to third parties, we have at least a moral duty to compel the contractor to observe the protections which we write into a contract. In the present instance the contractor has put the premises in an extremely unsightful condition, which not only reduces the value of an abutter's property, but also creates affirmative damage. It is my opinion that the contractor should be notified of the claim and his attention drawn to the indemnification clause in our contract with him.

Yours very truly,

Ralph Wyckoff

RW:mrs

RECEIVED
FEB 19 1951
FOR FILING

F-119 (3)

February 13, 1951

Parker-Schram Company
General Constructors
Builders Exchange Building
Portland 4, Oregon

Attention: Mr. C. [illegible] Sisk

Gentlemen:

In reply to your letter dated January 15th relative to an itemized statement of the breakdown of costs for our Invoice No. 12668 for patching the oil surface on the contract section of the Oregon Coast Highway from Brookings to California State Line, we are enclosing herewith a breakdown of these costs.

At the time the construction was started on this Brookings-California State Line section of the Oregon Coast Highway by your company, your superintendent requested that we repair such unavoidable damage as may be incurred by the culvert installation contract, and we were to bill you for the cost of this damage. The contractor was required by the terms of this contract to immediately repair such damage, but had no facilities on hand for this repair work. The patching work was not confined to a few isolated places but was spread out over almost the entire section under contract and better defined as being between M.P. 388.83, Eng. Sta. 805+00 and M.P. 394.02, Eng. Sta. 1079+03.

We trust this is the information you desire.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. W. Stiffler
Assistant State Highway Engineer

AL:lg
Enc.

cc: E. A. Collier
Don Taylor, Acct. Div.

Statement of cost of work performed for Parker-Schram Company, patching oil surface on the Brookings-California State Line Contract Project by the State Highway Maintenance crew. Work done on Nov. 24, 25, 27, 28 and Dec. 13, 14, and 15, 1950.

Labor

1 Section Helper	48 Hrs. at	$322.00 per mo.	$77.28	
1 Laborer	16 Hrs. at	1.31 hr.	20.96	
1 Laborer	32 Hrs. at	1.31 hr.	41.92	
1 Truck Driver	48 Hrs. at	1.36 hr.	65.28	
1 Loader Oper.	32 Hrs. at	1.42 hr.	45.44	
Incl. Acc. Ins. 2.28% Vac & Sk lv. 6% Retirement 5%		13.28% of $250.88	33.32	
		Total Labor		$284.20

Equipment Rental

1 Light truck	4-8 Hr. Shifts at 4.85	19.40	
1 Light truck	6-8 Hr. Shifts at 4.85	29.10	
1 Asphalt Kettle	6-8 Hr. Shifts at 1.10	6.60	
1 Loader	3-8 Hr. Shifts at 8.55	25.65	
	Total Equipment Rental		$ 80.75

Supplies

Gasoline	30 gal. at .2298	6.89	
Lub. Oil	5 qt. at .143	.72	
Kerosene	63 gal at .1771	11.16	
	Total Supplies		$ 18.77

Materials

Crushed Gravel	39 cu. yds. at 4.235	165.16	
Asphalt	3.2 tons at 32.78	104.90	
	Total Materials		$270.06
	Sub Total		$653.78
	Plus 10% Overhead and Supervision		65.38
	TOTAL		$719.16

AL:lg
2/13/51

CHAS. T. PARKER
CARL A. SCHRAM

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

BUILDERS EXCHANGE BUILDING
PORTLAND 4, OREGON

January 15, 1951

REFERRED TO
Don Taylor
M. H. Hawke, Auditor

NOTED
A. F. Parson

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

Reference is made to your Invoice No. 18668, dated December 29th, in the amount of $719.16, for patching oil surface on contract section of Oregon Coast Highway from Brookings to California State Line.

Please furnish itemized statement, showing breakdown of items for labor, equipment rentals, and Materials, as well as station numbers where work performed.

Very truly yours,
PARKER-SCHRAM CO.

By C. E. Sisk
C. E. Sisk

Maint Dept.

This is on your billing request MD3319. Our acknowledgement shows how the invoice was submitted. Can you furnish the information they request?

D B Taylor

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1951
FOR FILING

7-117(2)

February 2, 1951

Parker-Schram Co.
200 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 23, 1951, had under discussion your request for an extension of time of 273 days, from October 31, 1950 to July 31, 1951, within which to complete your contract No. 3355 for grading and paving on the Brookings-California State Line Section of the Oregon Coast Highway in Curry County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

George C. Baker,
Resident Engineer

H. G. Smith

NOTED ON CARD

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FORM E-30 25M 5-50 40300

1 11 (2)

2-5-5

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1951

SUBJECT:

To: Mr. W. C. Williams
First Assistant State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I thank you for your letter of January 28th relative to the claim now being made by Attorney Ackley of Brookings on behalf of M. B. and Faye Hayes.

I have previously gone through our files and discussed this matter with Mr. Cooper and asked him to make a further investigation on the ground and will have some member of our legal staff accompany him. My impression at this time, however, is that the claim is without much foundation. There may be some justification for a part of it, but in my opinion a major portion is fiction and desire.

When we get further information, I will discuss the matter with you orally.

Yours truly,

J M Devers
J. M. DEVERS

JMD:mrs

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F-11951

[illegible]

Salem, Oregon
January 28, 1951

Mr. J. M. Devers

Reference is made to your letter of January 21, concerning a claim in the amount of $24,913.34 presented to you by Mr. Ackley, an attorney of Brookings, in behalf of his clients, M. B. and Faye Hayes of Brookings.

This matter has quite a long history, and apparently there has been a slip-up somewhere along the way. Briefly, the facts are that in July, 1950 the Hayes claimed damages of $500 from the State by reason of a shutdown of their cannery, due to moving. The right-of-way agreement contained no provision for the payment of loss of business, etc. while moving, but there seemed to be some extenuating circumstances, so an immediate investigation was made. Mr. Norlin, right of way agent, contacted Hayes, and it was his opinion that Mr. Hayes was entitled to the $500 claimed and it was so recommended. In August, Mr. Haskins and Mr. Collins made a trip to Brookings and further discussed the matter with Mr. Hayes and reported that, in their opinion, the $500 was a legitimate claim, and on this basis the matter was presented to the State Highway Commission. At the meeting in September of 1950 the Commission approved payment of $500 to the Hayes for the damages claimed (Right of Way File No. 16027).

Now it seems that this $500 was paid to Mr. Hayes without obtaining any execution of a release for the damages he had claimed, and he now enters a claim of $24,913.34. A portion of this may be against the contractor, and, if so, that is not a claim against the State and he should look to the contractor for relief. This is verified from file records wherein, on November 6, 1950, Mr. Ed F. Ackley acknowledged receipt of the $500 above mentioned but further stated that they had claims against the contractor and asked you to supply the names of the contractor, etc. Under date of November 9 you furnished to Mr. Ackley the names of the contractor (Parker-Schram Company) and gave Mr. Ackley the Company's Portland address.

The above is a fairly complete record of what has transpired to date, and I am at a loss to understand where the Hayes have any further claim against the State. I, of course, am not in a position to pass on their claim against the contractor, but it is quite certain that their Item No. 3 in the amount of $20,000 is wholly out of reason.

WCW:me
cc Mr. Baldock

W. C. Williams

R/W file 16027

5/25/50

9/28/50

FORM E-30 25M 5-50 40500

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 21, 1951

SUBJECT:

To: Mr. W. C. Williams

I have just received from Mr. Ackley, an attorney at Brookings, a claim for damages which his clients M. B. Hayes and Faye Hayes have lodged against the State.

These people claim that they have established a canning business along 101 about one mile south of the Chetco River bridge. They claim that in connection with some of our construction work we impaired the supply of water power on which they depended in connection with the operation of their business. They say that we attempted to furnish a substitute source which has not proven satisfactory because failed to do as we promised. They claim that their business was shut down and other things done or left undone by the Highway Department and its contractor which resulted in severe damage. They set up their three items of damage as follows:

(1) Loss of business during shut down period, $4,500;

(2) Cost of additional equipment to repair and replace equipment destroyed and rendered useless, $413.34;

(3) Permanent injury to the business integrity and general reputation, good will and future business, $20,000.

This comes to a total of $24,913.34.

I have answered the attorney and told him that I would bring his claim to the attention of the Commission Tuesday, but before a decision can be reached as to the amount of liability we will have to have time for an investigation, and that the claim will be investigated.

J. M. Devers
J. M. DEVERS

JMD:jk

RECEIVED
JAN 30 1951
FOR FILING

7119(2)

3355

REFERRED TO
BY SECRETARY

January 26, 1951

Honorable Earl T. Newbry
Secretary of State
Capital Building
Salem, Oregon

Dear Mr. Newbry:

This is to acknowledge receipt of your letter of January 19, 1951 and enclosure being a claim of M. B. Hayes and Faye Hayes dba Cedar Lane Cannery versus State of Oregon, State Highway Commission, and its contractor Parker-Schram Company, arising out of State Highway contract in Curry County.

We assume that the claim is against State Highway Contract No. 3355 awarded on January 28, 1950, to Parker-Schram Company for grading and paving the Brookings-California State Line section of the Oregon Coast Highway.

Pursuant to our usual practice, the claim is being called to the attention of this contractor and the surety on the bond furnished in connection with the project.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

HBG:ehr

January 26, 1951

Glen Falls Indemnity Company
Amerata and Schram
440 Mead Building
Portland 4, Oregon

Gentlemen:

Enclosed for your information is a copy of a notice of claim that is filed in the office of the Secretary of State by M. B. Hayes and Faye Hayes dba Cedar Lane Cannery against the State of Oregon, the State Highway Commission, and its highway contractor, Parker-Schram Company. The claim, you will notice, is in the amount of $24,913.34.

We believe that this claim is in connection with State Highway Contract No. 3355 awarded to Parker-Schram Company for grading and paving the Brookings-California State Line section of the Oregon Coast Highway in Curry County.

The bond furnished by Parker-Schram Company in connection with the job was written by the Glen Falls Indemnity Company which is the reason that we are bringing the claim to your attention.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

HBG:ehr

cc Parker-Schram Company
200 Builders Exchange Building
Portland, Oregon

F. A. Query

January 26, 1951

Members of the State Highway Commission

Gentlemen:

Enclosed for your information is a copy of a notice that I have just received from the Secretary of State, being a claim of H. B. Hayes and Faye Hayes dba Cedar Lane Cannery against the State of Oregon, the State Highway Commission, and Parker-Schram Company, contractors.

I believe the claim arises out of State Highway Contract No. 1355 which was awarded to Parker-Schram Company for grading and paving the Brookings-California State Line section of the Oregon Coast Highway.

I have notified the contractor and his surety of the filing of the claim and I have also brought it to the attention of Mr. Baldock and Mr. Devers.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

HBG:ehr

NOTED ON CARD

[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible]

[illegible]

[illegible]

Earl T. Newbry

RECEIVED
JAN 23 1951
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

NOTED ON CARD
[illegible]

M. B. Hayes and Faye Hayes,
doing business under the
assumed name of, Cedar Lane
Cannery,
Claimants

v.

The State of Oregon, The Oregon
State Highway Commission and Ben
R. Chandler, Chas. H. Reynolds,
and M. K. Mc Iver, members and
commissioners thereof; and Charles
T. Parker and C. A. Schram, doing
business under the firm name and
style of Parker-Schram Company,

Respondents.

Claim.

Comes now the claimant, hereinabove named, and shows, alleges and sets forth as follows:

-I-

That claimant now is, and continuously since August 6th., 1950 has been engaged in conducting and carrying on a canning business and that the place of said business is in a building located on the south side of U. S. Highway No. 101, approximately one mile southerly from the Chetco River bridge, as the said bridge is located upon the said highway, in the Town of Harbor, Curry County, State of Oregon.

-II-

That claimant established said business prior to August 6th, 1950; that the said business consists of the manufacturing of fine food products and the canning thereof; that at all times mentioned herein the said business has been nationaly known because of the quality of its product and the national advertising, by claimant, of its product; that the said business has built up, because of the nature of its product, a high degree of reputation and good will among the trade and with individual customers who come to the said place of business;and, that the said business depends upon the continuance, at all times herein mentioned, upon the said high quality, and adequate quantity, of its said product, together with the prompt and expiditious filling of such orders, for said product, as may be brought to said claimant by its customers.

-III-

That claimant is engaged in the manufacturing of food products and requires a continuous and bountifull flow of clear pure water, as an esential elemeent in the said manufacture, in order that its food products be rendered fit for human consumption and further so ne marketable to the public.

-IV-

That prior to the date of August 7th, 1950, claimant was operating the said business with the free, unhampered and adequate supply of clear pure water, necessary in the conduct of the said business, and that the source of supply of said clear pure water was located upon claimant's premises.

-IV-

That on or about August 7, 1950, respondents, together with their agents, representatives, servants and employees, entered upon and trespassed upon the source of water supply of claimant; that this said trespass was intentional, deliberate, malicious, unlawful and without the knowledge or consent of plaintiff and that thereafter, and during the period of time covered by said trespass, the respondents, together with their agents, representatives, servants and employees, intentionaly, deliberately, maliciously and unlawfully, with the aid of certain road machinery, covered the source of water supply of claimant with dirt, sand, rocks, mud and debris thereby, by their said acts, rendering the said source of water supply unfit for use by claimant and in effect destroying the same, all to the great loss and damage of claimant.

-V-

That on August 7, 1950, immedately following this interuption in claimant's water supply, M.B.Hayes, hereinabove named, contacted one Don Norlin, who, claimant has been informed and believes;and so alleges, is a representative agent, servant or employee of respondents, and complained to the said Norlin of the aforesaid trespass and that the said Norlin then came to claimant's premises and viewed the results of the said trespass; that thereafter certain agents, representatives, servants and employees of respondents came upon the said premises and constructed a new source of water supply for claimant, that this said new source was located, by the said workmen, some 100 feet southerly from the point of the original source of water supply; that this new source of water supply was not completed, or ready for use until August 12th, 1950; that claimants business, as a result thereof, was closed and shut down for a period of five days and during said period of time claimant could not operate its business; all to the great loss and damage of claimant.

-VI-

That upon the date of August 7, 1950, and continuously thereafter, except as is hereafter set forth, respondents have been engaged in constructing a highway along and adjacent to the northerly boundary line of the premises upon which claimant's business is situate; that in the course of said construction at said point, respondents created a fill of loosely packed sand, dirt, stones and debris; that the southerly boundary of said fill is approximately 150 feet northerly from the new source of water supply, as respondents, as hereinbefore set forth, established the same; that this said fill slopes sotherly for a distance of about 50 feet towards the said new source of water supply and that the top thereof is elevated approximately 75 feet above the said source; that in dry weather rocks, dirt and sand, rolled down said slope, towards the said new source of water supply, and upon claimant's premises and, further, when it rained, great quantities of mud, sand, silt, rocks and debris would slough from the said slope over and upon claimant's premises and over and upon the said new source of water supply, rendering thereafter for certain periods of time, hereinafter set forth, claimant's source of water supply useless and unfit for use, all to the great loss and damage of claimant.

-VII-

That at all times set forth in paragraph VI, hereinabove, and during the said period of time; claimant many times protested to respondents relative to

COPY

the conditions therein set forth, and complained of the same, and requested of respondents that these said conditions be remedied and corrected and that claimant have constructed by respondents a good and sufficient source of water supply for claimant's business, but that respondents have completely failed and refused, and continue to fail and refuse, to grant claimant's please, requests and desires in this matter or to give them any consideration whatsoever, all to the great loss and damage of claimants.

-VIII-

That on or about December 1, 1950, respondents discontinued work upon the construction of the highway, as hereinabove set forth, leaving the hereinbefore described abd set forth fill, along and adjacents to claimants property, premises and place of business, in a dangerous, negligent and unlawful shape of condition and repair and that claimant has protested to respondents and complained to respondents of the same and requested and demanded that said fill be so repaired that it shall not continue to damage claimant's property and premises and that respondents have ignored, and continue to ignore, claimant in this matter, all to the great loss and damage of claimant.

-IX-

That because of all of this and the said acts, conduct and negligence of respondents, their agents, representatives, servants and employees; the said acts, conduct and negligence being the proximate cause of the loss and damages herein sustained by claimant, claimant has sustained loss and damages as follows:

1. That ensuing on and after August 7th, 1950, claimants have been compelled to shut down and discontinue their said business and have been deprived of any income therefrom for a total period of thirty days; that the average net income from said business is $150.00 per day; and as a result claimant has lost the sum of $4,500.00;

2. That claimant has been obliged to purchase new equipment to repair and replace equipment destroyed and rendered useless, and to pay labor costs of the installation of the same, all in the sum of $413.34

3. That claimant has been permanently injured in its business integrity, it general reputation, good will and future business in the sum of Twenty Thousand Dollars.

Wherefore demand is herewith made upon the respondents, hereinabove named, together with their agents, representatives, servants and employees, for the sum of Twenty-four Thousand Nine Hundred and Thirteen and 34.100 ($24, 913.34) Dollars.

Dated this 17th, day of January, 1951.

ED F. ACKLEY
Ed. F. Ackley

Attorney for Claimant.
P.O.Address: Box 625,
Brookings, Oregon.

State of Oregon)
County of Curry) SS. I, M. B. Hayes, being first duly sworn, on oath depose and say, " I am M.B.Hayes, one of the claimant, who has signed the above claim; that I have read the same, know the contents thereof and that the same is true, except as to those matters herein which are alleged upon information and belief, and as to them I believe them to be true."

M. B. HAYES
M. B. Hayes

Subscribed and sworn to before me this 17th. day of January, 1951.

C. S. ACKLEY
C. S. Ackley,
Notary Public for Oregon,
My comm. expires: Sept. 23, 1952.

(Notarial Seal) Notarial Seal.

State of Oregon)
County of Curry) SS. I, Ed F. Ackley, attorney for claimant hereinabove named do hereby certify that this is a true and correct copy of claim, and a transcript of the whole thereof, filed with Hon. Earl T. Newbry, Secretary of State, of the State of Oregon and also with the State Highway Commission of said State.
Dated at Brookings, Curry County, Oregon, January 17, 1951.

ED F. ACKLEY
Ed.F. Ackley,
Attorney for claimant.

Endorsed:
File No. 3256
FILED JAN. 19, 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
JAN 17 1951
FOR FILING

4119(3)

January 16, 1951

Request for extension of time
No. 9
January 23 and 24 meeting

Oregon State Highway Commission

Gentlemen

Herewith is a request from Parker-Schram Company for an extension of time on Contract No. 3355, Brookings-California State Line Section of the Oregon Coast Highway, from October 31, 1950 to July 31, 1951.

Bids were taken on this project on May 26, 1950, but because of right of way difficulties the contract was not awarded until June 28, 1950. The character of the job required that box culverts and metal pipe culverts be placed prior to major grading operations. The delay in awarding the contract reduced the favorable working time so that the Contractor was unable to perform the necessary paving.

I would recommend that the extension be granted without penalty, and Mr. T. M. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. Williams
Mr. Smith

hi

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JAN 16 1951
FOR FILING

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January 10, 1951

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3355, Brookings-California State Line Section of the Oregon Coast Highway, Ore. F-119 (3) from October 31, 1950 to July 31, 1951 to Parker-Schram Company, Contractors.

Bids were taken on this project on May 26, 1950, but because of right of way difficulties the Contract was not awarded until June 28, 1950. The character of the job required that box culverts and the 48" corrugated metal culverts be placed prior to the major grading operations. The delay in awarding the Contract forced the Contractor into unfavorable weather which prevailed from September 25 on, and it was not deemed advisable to permit the paving under such weather conditions.

I would, therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

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Salem, Oregon
October 4, 1950

Mr. J. M. Devers

In the matter of the letter which you received from Ed F. Ackley, an attorney of Brookings, Oregon, relative to a claim of Mr. Rex Hayes against Parker-Schram Comapny, I am referring this letter to Mr. Cooper, who can advise you of the exact status of this matter.

Briefly, the conditions are that during reconstruction of the highway Mr. Hayes was put out of business for some time and was unable to operate a cannery he owns. We have recommended the payment of some $500, which I understand Mr. Hays will accept for payment of his lost business.

Parker-Schram Company, contractor on the highway, did some damage to Mr. Hayes' property, and Mr. Hayes has been advised to contact the contractor, and the contractor has likewise been notified of the claim against him with the request that he follow through in the matter.

W. C. Williams

WCW:mo

cc Mr. Forrest Cooper

FORM 2-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1950

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. R. H. Baldock
State Highway Engineer

OFFICE

Dear Mr. Baldock:

I have just received a letter from Mr. Ackley, an attorney at Brookings, and the letter was written as attorney for Mr. Rex Hayes. It is claimed that Parker and Schram and their employes damaged the property of Mr. Hayes in connection with the construction of a new highway in front of Hayes' place of business in Harbor, Curry County. I think one item of the claim is damage to a water system which system served a cannery.

Mr. Ackley suggests that someone be sent there to investigate the matter. Will you give this claim such attention as it merits and let me have the facts.

Yours very truly,

J. M. Devers
J. M. DEVERS

JMD:JK

ED F. ACKLEY

Attorney at Law

P. O. Box 625

Brookings, Oregon

C
O
P
Y

September 27, 1950

State Highway Commission
State Office Building
Salem, Oregon

Mr. J. M. Devers
Chief Counsel

Re: Rex Hayes v State Highway Commission

Dear Mr. Devers:

Mr. Hayes has retained me to represent him in the matter of a claim for damage which he has sustained as the result of the negligence of Parker and Schram and employees in constructing a new highway in front of his place of business in the Town of Harbor, Curry County, Oregon.

In their operations the said Parker and Schram, who, I understand, are a firm of contractors working under the supervision and jurisdiction of the State Highway Commission, have negilgently destroyed the water supply of Mr. Hayes. Mr. Hayes operates a cannery and he has sustained considerable loss as the result of the acts of said contractors.

If you care to send an investigator down here for the purpose of assessing the damage sustained by Mr. Hayes will you please let me know when he will be here. I shall appreciate hearing from you in this matter.

Very truly yours,

(sgd) Ed F. Ackley

RECEIVED
FOR FILING

F-119(3)

MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 3, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-119(3)
Brooking-California
State Line Section

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

Tron

142

State Oregon

Federal Aid Project No. F-119(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of September, 1950, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of May, 1949, a program, which was approved on the 16th day of August, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 10th day of May, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred forty-five thousand, and 00/100 dollars ($145,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made ava in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 770+00 in the SE 1/4, Section 5, T. 41 S., R. 13 W., W.M., and survey station 1079+03.0 at the Oregon-California State Line, T. 41 S., R. 13 W., W.M., except stations 792+16.6 to 797+97.6 and stations 1050+57.5 to 1055+97.5,

, length 5.641 miles, in Curry County,

being Oregon Federal Aid project No. F-119(3), consisting of 5.641 miles of

roadway and no bridges, ~~each~~ of more than 20 feet clear span, [illegible].

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

NITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred forty-five thousand and 00/100 dollars ($145,000.00), which does not exceed the authorized Federal pro rata share of two hundred sixty-seven thousand, six hundred ninety-five and 45/100 dollars ($267,695.45), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

SEP

RECEIVED
FOR FILING

F-119 (3)

August 24, 1950

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimte as basis for project agreement for the Brookings-California State Line Section, Project No. F-119 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM:cw

Encl.

Oregon State Highway Department   Federal Aid Project No. F-119 (3)

BROOKINGS-CALIFORNIA STATE LINE SECTION OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 9, 1950

Type Code 6201
Roadway (Sta. 770+00 to 1077+03.0)

All Required		Clearing and Grubbing		$ 5,500.00
410	lin. ft.	Salvaging and Reinstalling Guard Rail	$ 2.00	820.00
730	cu. yds.	Structural Excavation, Unclassified	2.00	1,460.00
60	cu. yds.	Trench Excavation, Unclassified	1.25	75.00
133,800	cu. yds.	General Excavation, Unclassified	0.35	46,830.00
430,000	yd. sta.	Short Overhaul	0.01	4,300.00
25,600	C-yd. sta.	Long Overhaul	0.60	15,360.00
850	cu. yds.	Rock Slope Protection	3.50	2,975.00
5.64	miles	Finishing Roadbed and Slopes	450.00	2,538.00
6,000	lin. ft.	Rounding Cutbanks	0.20	1,200.00
160	lin. ft.	48" 10 Gauge Corr. Metal Pipe, Protected Invert	16.00	2,560.00
320	lin. ft.	48" 8 Gauge Corr. Metal Pipe, Protected Invert	18.25	5,840.00
480	lin. ft.	Extra for Installing 48" Pipe	22.00	10,560.00
200	lin. ft.	6" Perforated Metal Drain Pipe, Coated	1.45	290.00
1,000	lin. ft.	8" Perforated Metal Drain Pipe, Coated	2.00	2,000.00
260	cu. yds.	3/8" - 0" Backfill in Drains	3.85	1,001.00
400	lin. ft.	12" Concrete Culvert Pipe	2.75	1,100.00
440	lin. ft.	18" Concrete Culvert Pipe	5.05	2,222.00
160	lin. ft.	24" Concrete Culvert Pipe	7.45	1,192.00
30	lin. ft.	36" Concrete Culvert Pipe	14.15	424.50
1,100	lin. ft.	Salvaging Culvert Pipe	1.25	1,375.00
1	only	Adjustment of Manholes	25.00	25.00
110	cu. yds.	Class "A" Concrete	60.00	6,600.00
14,000	lbs.	Metal Reinforcement	0.13	1,820.00
24,700	cu. yds.	Selected Roadbed Topping	0.45	11,115.00
59,700	yd. mi.	Hauling Roadbed Topping	0.13	7,761.00
4,480	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.20	9,856.00
690	M-gals.	Sprinkling	2.50	1,725.00
0.83	mile	Preparation of Base	300.00	249.00
100	cu. yds.	3/4" - 0" Gravel in Binder Course	2.50	250.00

14	tons	RC-3 Asphalt in Binder Course	$ 43.00	$ 602.00
14,000	tons	Class "B" Asphaltic Concrete	6.35	88,900.00
400	cu. yds.	Aggregates in Seal Coat	4.00	1,600.00
66	tons	Emulsified Asphalt in Seal Coat	49.00	3,234.00
			Subtotal	$243,359.50
			10% Engr. & Cont.	24,335.95
			Total	$267,695.45

Length of Roadway	5.641 miles
Length of 2 Bridges (Exception)	.212 miles
Total Length	5.853 miles
Cost per mile, Roadway	$47,455.31

Federal Aid Funds- -	$145,000.00
State Funds- -	122,695.45
	$267,695.45

State Funds for Constr: Chap. 175, laws 1917: Chap. 31, laws 1920: Chap. 529, laws 1939.
State Funds for Maint: Chap. 529, laws 1939.

May 1, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and eight copies of program change for the Brookings-California State Line Section, Project No. F-119 (3).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
JWN:nd

Oregon State Highway Department Federal Aid Project No. F-119 (3)

BROOKINGS-CALIFORNIA STATE LINE SECTION

OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 1, 1950

Type Code 6201

Roadway (Sta. 770+00 to 1079+03.0)

All Required		Clearing and Grubbing		$ 5,000.00
410	lin. ft.	Salvaging and Reinstalling Guard Rail	$ 2.00	820.00
740	cu. yds.	Structural Excavation, Unclassified	3.00	2,220.00
60	cu. yds.	Trench Excavation, Unclassified	3.00	180.00
134,000	cu. yds.	General Excavation, Unclassified	0.30	4,020.00
430,000	yd. stas.	Short Overhaul	0.015	6,450.00
25,600	C-yd. stas.	Long Overhaul	0.40	10,240.00
850	cu. yds.	Rock Slope Protection	2.00	1,700.00
5.64	miles	Finishing Roadbed and Slopes	500.00	2,820.00
6,000	lin. ft.	Rounding Cutbanks	0.20	1,200.00
160	lin. ft.	48" 10 Gauge Corr. Metal Pipe, Protected Invert	13.00	2,080.00
320	lin. ft.	48" 8 Gauge Corr. Metal Pipe, Protected Invert	14.00	4,480.00
480	lin. ft.	Extra for Installing 48" Pipe	12.00	5,760.00
200	lin. ft.	6" Perforated Metal Drain Pipe, Coated	1.30	260.00
1,000	lin. ft.	8" Perforated Metal Drain Pipe, Coated	1.75	1,750.00
260	cu. yds.	3/8" - 0" Backfill in Drains	4.00	1,040.00
400	lin. ft.	12" Concrete Culvert Pipe	2.00	800.00
480	lin. ft.	18" Concrete Culvert Pipe	3.50	1,680.00
160	lin. ft.	24" Concrete Culvert Pipe	4.50	720.00
30	lin. ft.	36" Concrete Culvert Pipe	10.00	300.00
1,100	lin. ft.	Salvaging Culvert Pipe	2.00	2,200.00
1	only	Adjustment of Manholes	50.00	50.00
110	cu. yds.	Class "A" Concrete	55.00	6,050.00
14,000	lbs.	Metal Reinforcement	0.12	1,680.00
25,000	cu. yds.	Selected Roadbed Topping	0.40	10,000.00
60,000	yd. mi.	Hauling Roadbed Topping	0.12	7,200.00
4,500	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.50	11,250.00

700	M-gals.	Sprinkling	$ 2.00	$ 1,400.00
0.83	mile	Preparation of Base	200.00	166.00
100	cu. yds.	3/4" - 0" Gravel in Binder Course	3.50	350.00
14	tons	RC-3 Asphalt in Binder Course	50.00	600.00
14,000	tons	Class "B" Asphaltic Concrete	6.00	84,000.00
400	cu. yds.	Aggregates in Seal Coat	5.00	2,000.00
66	tons	Emulsified Asphalt in Seal Coat	50.00	3,300.00
		Subtotal		$220,046.00
		10% Engr. & Cont.		22,004.60
		Total		$242,050.60

Length of Roadway	5.641 miles
Length of 2 Bridges (Exception)	.212 mile
Total Length	5.853 miles
Cost per mile, Roadway	$42,909.16

Federal Aid Funds- -	$145,000.00
State Funds- -	97,050.60
	$242,050.60

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

May 1, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous program)

August 16, 1949
(Date of approval)

NTY Curry

Second Supplemental

Route No. FA 2

	Item No.	Project No.	Termini	Project Cost: Class of Work	Project Cost: Total Cost	Project Cost: Federal Funds	Project Cost: State Funds	Length Miles	Character of Proposed Work
ITEM AS NOW PROGRAMED	76	F-119 (3)	2 mi. N. of Brookings to California Line	Survey-Plans					2-lane high-type pavement (Incl. 0.42 mi. Gr. & Dr.)
				Right-of-Way					
				Construction	200,000	120,000	80,000		
				TOTAL	200,000	120,000	80,000	8.00	
QUESTED VISION	76	F-119 (3)	Brookings to California Line	Survey-Plans					Gr., Dr. 2-lane high-type pavement
				Right-of-Way					
				Construction	242,050	145,000	92,050		
				TOTAL	242,050	145,000	92,050	5.853	

Program Balance of ______ funds subsequent to approval of this and previously recommended changes is $______

Program Revision Request

te May 1, 1950

Reason for change: Subsequent and more complete data developed grade widening necessary throughout project, the increased cost resulting in reduction in length of project to stay within approximate programmed amount.

(State Highway Engineer)

Recommended: ______ (Division Engineer) ______ (Date)

mmended for Approval: ______ (District Engineer) ______ (Date)

Approved: ______ (Acting Commissioner) ______ (Date)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

May 10, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-119(3), Brookings-California State Line Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorized your advertising for bids.

Proposed work to provide access on Redwood Street from Alder Street easterly is not considered eligible for Federal participation and should be deleted on the agreement estimate.

Award of contract will be withheld until all rights of way or rights of entry have been obtained.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

May 10, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-119(3), Brookings-California State Line Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorised your advertising for bids.

Proposed work to provide access on Redwood Street from Alder Street easterly is not considered eligible for Federal participation and should be deleted on the agreement estimate.

Award of contract will be withheld until all rights of way or rights of entry have been obtained.

Very truly yours,

T. M. DAVIS
District Engineer

BROOKINGS-CALIFORNIA STATE LINE SECTION

PROJECT NO. 1-119 (3)

While negotiations for rights of way are in progress, fifteen parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way can be made fully available within twenty-four days.

R. H. Baldock
State Highway Engineer

By

S. H. Probart
Office Engineer

May 1, 1950

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AUG - 2 1950
FOR FILING

[illegible]

3355

August 1, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on July 26, 1950 on Contract No. 3355, Brookings-California State Line Section, in connection with Federal Aid Project No. F-119 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBF:gm

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JUL 12 1950
FOR FILING

7-117 (2)

3355

July 12, 1950

Parker-Schram Company
200 Builders Exchange Building
Portland, Oregon

Gentlemen:

We are enclosing herewith, for your files, a fully executed copy of Contract No. 3355, which was awarded to you on June 28, 1950, by the State Highway Commission, covering Grading and Paving on the Brookings-California State Line Section of the Oregon Coast Highway in Curry County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

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FOR FILING

AGENDA
JUN 10 1950

June 29, 1950

Parker-Schram Company
201 Builders Exchange Bldg.
Portland 4, Oregon

Re: Contract No. 1355

Gentlemen:

The State Highway Commission awarded to you as of June 28, 1950, the contract for the Brookings-California State Line Section of the Oregon Coast Highway in Curry County. This confirms my telegram to you of this date. The award was based on your low bid of $243,894.50 submitted on May 26, 1950.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ts
Enc.

cc - H. G. Smith
S. H. Probert
Goldie Lewis
L. R. White (S.I.A.C.)

GET CONFIRMED

S+C

SERVICE
the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	☒	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 29, 1950
9:00 a.m.

Parker-Schram Company
201 Builders Exchange Bldg.
Portland 4, Oregon

State Highway Commission awarded you June 28, contract for Brookings-California State Line Section of Oregon Coast Highway in Curry County, based on your low bid submitted May 26, 1950. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
1950
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

F-119

June 28, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your telegram of today advising all required rights-of-entry are acquired on Oregon Project F-119(3), Brookings-State Line Section, Oregon Coast Highway, we hereby concur in the award of contract as of this date to Parker-Schram Company, Portland, who submitted the low bid at the opening held on May 26, 1950.

Very truly yours,

T. H. Davis
T. H. DAVIS
District Engineer

VICE
of service desired;
this message will be
a full rate telegram

FULL RATE TELEGRAM ☒ | SERIAL
DAY LETTER | NIGHT LETTER

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE | DEFERRED
CODE | NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JUNE 28, 1950

MR. T. M. DAVIS, DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
201 FINANCIAL CENTER BUILDING
233 S. W. 6th STREET
PORTLAND, OREGON

CONCURRENCE REQUESTED AWARD CONTRACT TODAY BROOKINGS-CALIFORNIA STATE LINE PROJECT TO PARKER-SCHRAM CO. OF PORTLAND. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
MAY 31 1950
FOR FILING
FORM E-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 24, 1950

SUBJECT:

To:
Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

I am just informed that bids have been called for and will be received by the Commission at this meeting involving work on the Brookings South Section of the Oregon Coast Highway.

I must advise that we do not have all of the rights of way and I was a bit surprised when I found that bids were being called for. The descriptions for this property were given to us on the 20th of February and there were 40 separate ownerships, and, therefore, 40 separate properties involved. Between February 20 and May 25 is approximately 90 days. Twenty-eight of these days were Saturdays, Sundays and holidays, leaving 65 days, or a day and a half for each property. Necessarily the right of way man must spend several days familarizing himself with the project, the properties involved, the part taken, the condition of the part remaining, gathering information with respect to recent sales in the community and a lot of other data he must have and which takes time. Then oftentimes a right of way man will make four or five trips before he locates the owner or finds him at home, and we can't expect an owner to deal promptly when first contacted. He wants time to think it over, get advice and oftentimes confer with his attorney.

There are seven parcels yet not under option, and from information we have at this time it is apparent that some of those may have to be acquired by condemnation. It is unfortunate that the job is not clear so far as right of way is concerned. I do not understand how this project was promoted when the rights of way were not cleared, and which is in direct conflict with what I understood the Chairman of the Commission to rule at the last meeting. We will do everything we can, but we can't do the best work and save money for the State when required to work under pressure.

Very truly yours,

J M Devers
J. M. DEVERS

JMD:NH
cc - H. B. Glaisyer

RECEIVED
FOR FILING

May 17, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Project F 119(3), Brookings-California Line Section of the Oregon Coast Highway, the P.S.& E. for which were approved May 15.

Before the project agreement is submitted we desire a full discussion on your plans for future reconstruction of the Chetco and Winchuck River bridges. The discussion should include a statement of the adequacy and condition of the existing structures, the probable length of time elapsing before reconstruction, the length of road on each end that will be abandoned upon reconstruction if on revised location and an estimate of approximate cost of reconstructing the bridges and approach roadways.

The P.S.& E. plans as approved include several vertical curves that do not meet A.A.S.H.O. minimum standards of non-passing sight distance for primary roads in the 200 plus cars per hour category and for design speeds of 50 miles per hour. These are located at Stations 822, 896, 987, 1024, 1029 and 1075. In this connection we would appreciate an estimate of cost for correcting these difficiencies by providing a minimum non-passing sight distance of 350 feet. It is our thought that if not too expensive these corrections could be made under the proposed contract as construction changes.

Very truly yours,

T. H. DAVIS
District Engineer

RECEIVED
FOR FILING
OREGON DISTRICT
F-119(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

May 16, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Planning Section

Dear Sir:

The revision in Project F-119(3), Brookings to California Line section of the Oregon Coast Highway, Item 76 of the Postwar Federal Aid Primary Highway Program is approved effective May 10, 1950. The request from your office for approval of this individual project program change was dated May 1, 1950. The item will now appear on the program as follows:

Item	76
County	Curry
Project No.	F-119(3)
F.A. Route No.	2
State Route No.	U.S. 101
Termini:	Brookings to California Line
Construction Cost:	
Total	$242,050
Federal Funds	145,000
State Funds	97,050
Project Totals:	
Total Cost	$242,050
Federal Funds	145,000
Length (miles)	5.853
Character of Proposed Work	Gr., Dr., 2-lane high type pavement

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

RECEIVED
MAY 17 1950
TRAFFIC ENGINEER

REFERRED TO
Probst
Highway Engineer

RECEIVED
MAY 10 1950
FOR FILING

May 9, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the two 48-inch corrugated iron pipe culverts planned for installation on the Brookings-California Line Project.

Each of these culverts will replace existing 36-inch concrete pipe culverts in place in the old road. The existing culverts are being abandoned and are not being extended to meet the slopes of the new road for the reason that both have already failed to the extent that their capacities are very much restricted.

The 48-inch size is to be used for the reasons that (1) increased flow is expected due to the drainage area being logged off and (2) it is considered advisable to have some spare capacity so that when the new culverts must be replaced, the replacement can be made by "threading" with pipe of smaller size.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:gs

RECEIVED
MAR 31 1950
FOR FILING

March 29, 1950

Oregon State Highway Commission

Gentlemen:

In our 1950-51 program we have an allocation of $200,000 for the widening and resurfacing of the Oregon Coast Highway between Brookings and the California State line. This project also includes construction of new approaches to the Chetco River bridge. The present right of way is 60 feet wide.

In order to widen the highway to a standard acceptable to the Bureau of Public Roads, it is necessary to acquire additional right of way for approximately one-third of the section involved. The estimated cost of the right of way required for this project is $36,000.

If we were to buy all of the right of way now to an 80-foot standard, the movement of a great number of buildings, at a cost of about $200,000, or $164,000 in excess of the right of way actually needed now, would be required.

In attempting to deal for the right of way needed now, the Right of Way Department is experiencing serious difficulty. In accordance with Commission orders we are buying access rights for the right of way acquired, and many of the owners will not consider the selling of access rights when adjoining parcels wherein no right of way is acquired will not be restricted. It appears that if we are to avoid a multitude of condemnations it will be necessary to either purchase rights of access throughout or waive the restriction of access on the parcels needed now.

It would seem rather impractical to expend $164,000 for additional right of way which will probably not be required for 15 or 20 years, possibly longer. Also, it is questionable as to whether we should purchase access from only approximately one-third of the ownership. Considering the matter as a whole, it is my suggestion that we buy only the right of way needed now and that we waive the restriction of access on the parcels required for the present widening. If you will adopt the recommendation, we can prepare the project for early letting.

This matter will be on the April 3 agenda for your consideration, and the secretary will have a map indicating the entire right-of-way situation on this section.

Very truly yours,

cc Williams
Smith

R. H. Baldock
State Highway Engineer

7-7-7

FORM E-30 [illegible] 9-49 [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

January 20, 1950
Roseburg, Oregon

SUBJECT: Brookings Appraisal

To: Mr. B. A. Martin
Asst. Div. Engr.

Dear Sir:

In answer to your request and to instructions from Mr. Cooper I herewith present an appraisal on the proposed widening from Brookings to the California line in accordance with the map and descriptions given me.

Name	Area	Price		Total
State Forestry	1560 sq.ft.	$ 0.10 per		$ 156.00
Brookings Land Co.	3120 sq.ft.	0.10		312.00
U. S. Forest	1560 sq.ft.	0.10		156.00
H. E. Echols	1040 sq.ft.	0.10		104.00
W. C. Hoagland	3908 sq.ft.	0.10		390.80
H. W. Axford (Parker)	0.29 acre	10.00		
Estm. moving bldg.		500.00		
(This property being improved by us.)				510.00
W. H. Keehnel	0.10 acre	500.00		50.00
Merle Hanscom	0.21 acre ($1000.)	210.00		
reestablish spring tank		500.00		710.00
Messer	0.015acre	1000.00		15.00
(takes 10' strip to avoid moving garage)				
VanBuren	0.25 acre	1000.00		250.00
William Hotchkiss	0.07 acre	1000.00		70.00
Earl Carson (Parcel 1)	0.10 acre	1000.00	100.00	
(Parcel 2)	686 sq.ft.	lumpsum	10.00	110.00
Fred Gardner	0.41 acre	1000.00	410.00	
Estm. moving house			2500.00	2910.00
Hotchkiss	0.05 acre	1000.00		50.00
Harry Smith (Parcel 1)	320 sq.ft.			
(Parcel 2)	850 sq.ft.			
	1170 sq.ft.	0.05		58.50
Jaklewicz	0.11 acre	1000.00		110.00
Potocnik	0.3 acre	1000.00	300.00	
52 rods fence at $5.00			260.00	560.00
A. E. Sandbo	0.34 acre	1000.00	340.00	
Damage to yard and shrubs			200.00	540.00

B. A. Martin

Brookings Appraisal

Name	Area	Price		Total
W. S. Craig	0.31 acre	$1000.00		310.00 $ ~~170.00~~
Frank Bower	0.33 acre	1000.00		330.00
Archie Anderson	0.52 acre	1000.00	520.00	
Estm. moving of cannery			3500.00	
47 rods fence at $5.00			235.00	4255.00
L. G. Stafford	0.44 acre	1000.00		440.00
Carlson	0.25 acre	1000.00	250.00	
Estm. moving of house			3000.00	3250.00
Watts	0.22 acre	1000.00		220.00
William Owsley	0.09 acre	1000.00	90.00	
(Harper) Damage to yard			250.00	340.00
Henry Weigel	0.10 acre	1000.00		100.00
Pedrolli Bros.	2.7 acres	1000.00	2700.00	
Fencing by owners			500.00	
Estm. moving of barn			2500.00	5700.00
Thompson	0.84 acre	1000.00	840.00	
Estm. moving garage (double)			600.00	
Reconstruct steps			200.00	
90 rods fence at $5.00			450.00	2090.00
Bush	0.22 acre	1000.00	220.00	
30 rods fence at $5.00			150.00	370.00
H. B. Wilson	0.53 acre	1000.00	530.00	
70 rods fence at $5.00			350.00	880.00
Carol Freeman	0.57 acre	1000.00	570.00	
74 rods fence at $5.00			370.00	940.00
Randall	0.77 acre	1000.00	770.00	
106 rods fence at $5.00			530.00	1300.00
Wilson Freeman	1.21 acres at	1000.00	1210.00	
Estm. steps and parking area			500.00	
Estm. moving house			2000.00	
140 rods fence at $5.00			700.00	4410.00
Duvall	0.06 acre	1000.00	60.00	
Damages-loss of driveway and crowding house			500.00	560.00
Shean	0.03 acre	1000.00		30.00
DeMartin	0.17 acre	500.00		85.00
Woodriff	0.08 acre	1000.00	80.00	
10 rods fence at $5.00			50.00	130.00
				$32,672.30
+10% for contingencies				3,267.20
TOTAL				$35,939.50 140.00 36,079.50
In round figures				36,000.00

Don Norlin
Right of Way Supervisor

It is my belief that if the people involved in this widening are approached in the right manner we might be able to buy this line for less than is set up. However, I would like to point out that much of this land has been selling for $1500.00 to $2000.00 per acre and not all of it has been bulb land either.

In talking to some of these property owners in company with yourself, we know that some of the biggest holders are going to take less than $1000.00 per acre, but we have many new comers that have paid extremely high prices for their land and we may have trouble with some of them. Perhaps the best way to handle it would simply be to tell them we have just so much money for right of way and if they want to sell to us at around $500.00 per acre, o.k., and if not we will have to let the improvement go.

I trust that this will help you and if there is anything else I can do to assist, please call on me.

Very truly yours,

Don Norlin

Don Norlin,
Right of Way Supervisor

cc Forrest Cooper
W. F. Collins

RECEIVED
JAN - 5 1950
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TH

FORM E-30X 15M 6-49 32903

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 4, 1950

NOTED
W. C. WILLIAMS

SUBJECT: Right of Way for Brookings-California State Line Section of the Oregon Coast Highway

To: Mr. R. L. Porter
Assistant Right of Way Engineer

OFFICE

Dear Mr. Porter:

The purpose of this letter is to explain the matter of right of way for the Brookings-California State Line Section of the Oregon Coast Highway in Curry County.

In general, the right of way width for this section is now 60 feet. For reconstruction it was proposed to buy on a minimum width of 100 feet and, of course, addition width where necessary.

As the result of a conference in Mr. Williams' office, held today, it has been decided that (1) right of way will be purchased to a minimum width of 80 feet rather than 100 feet, as shown on the maps and descriptions, and (2) a study and appraisal is to be made to determine if it is financially feasible to acquire additional right of way on virtually the entire section involved.

This is somewhat hard to explain but the general rule will be that we will buy all essential right of way and such additional strips of so-called non-essential right of way as may be acquired at a nominal cost, and (3) that in order that we may have something definite to proceed on an appraisal is to be made in the immediate future, preferably in the week of January 9, to determine first the cost of the essential right of way and second, the probable cost of the so-called non-essential right of way.

In order to accomplish this I suggest that Mr. Collins be sent to Brookings to go over the line and that he be accompanied by Mr. Gardiner, who will at the same time see if he can secure options on the so-called essential tracts. By actually securing options on at least part of the essential tracts we can probably come nearer to determining what the final cost of the right of way will be.

I suggest that B. A. Martin, Assistant Division Engineer be contacted and if possible arrange to have him go over the line with our men in the field for the purpose of determining necessary widths and other pertinent information.

Mr. H. C. Smith, Construction Engineer is preparing a map which can be used by Mr. Collins and Mr. Gardiner. This map, however, will probably show the right of way as a minimum of 100 feet rather than 80 feet. As stated above we will stick with the 80 feet minimum. Descriptions of the property are not available in the Salem office but are to be picked up at the office of K. D. Lytle, in Roseburg. The boys can do this on the way to Brookings.

We are handling this matter in a somewhat unorthodox manner and if you are unable to understand the explanation given in this letter please discuss the matter with me. The principal thing to be done at the moment is to feel our way along and see what can be accomplished in the field and to arrive at as close an appraisal as possible, of the cost of the line, based on the so-called essential and non-essential right of way.

Will you please issue the necessary orders covering this matter.

Very truly yours,

J. M. DEVERS

By Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:MA

cc - W. C. Williams

132-1110 South Unit, Joseph-Wallowa 1970
Sec. - Jos. Wallowa Lake Hwy.
#3354

RECEIVED
MAY 26 1953
FOR FILING

May 25, 1953

Pacific Power & Light Company
Public Service Building
Portland 4, Oregon

Attention: Mr. Leonard Bennett
Property Agent

Gentlemen:

Mr. A. F. Parson, Division Engineer, La Grande, has forwarded the correspondence and your estimated cost of moving the old line of the Joseph-Wallowa Falls 22 KV line to the new location.

The correspondence indicates that, because of the imminent need of building a new line and the difficulty of dividing the cost between the Highway Department and the Pacific Power & Light Company, Mr. E. F. Chidsey, former Division Engineer, had thought that payment should be based upon the estimated cost of moving the old line to the new location. Since we have never before based payments upon an estimate, we do not believe you have arrived at an equitable charge in view of the precedents which have been established through many years with the various telephone and power companies, including your own company, an example of which is Mr. Prael's letter of April 14, 1952, where some eight poles were moved in the vicinity of Cannon Beach. In this instance, we were charged for moving the pole line and given credit for the life used in place of the existing line.

It would seem that this method of crediting us with the life used of the existing line is an equitable method of adjusting the cost where the original line was approximately the cost of the new line, but where the old line was about 100 per cent depreciated and about to be rebuilt, we feel that the cost charged to the Highway Department should be merely the additional cost of building the line in the new location, which was probably only some 20 to 30 feer from the old location.

The Division Engineer also advises that eight of the 50 poles were on State Highway right of way; therefore, the analysis should be based on the 42 poles instead of the 50 as you have done.

I have also compared the amount of your estimate with such bid prices as I have been able to find on commercial contracts for power line erection, and your estimate seems to be considerably in excess of contract prices for such work.

The pole line companies are allowed to occupy Highway right of way under the state law, but this necessitates a wider right of way and costs us annually a considerable sum. For that reason, we feel that all the companies should adjust their movement charges on an equitable basis, and I would, therefore, request you to reconsider the analysis of this job to see whether a more equitable solution can not be determined upon.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR me

cc Mr. H. G. Smith
Mr. A. F. Parson

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FORM E-30X 25M 6-51 90116

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Enterprise, Oregon
May 23, 1953

SUBJECT: S. Unit, Joseph-Wallowa Lake
Power Line Relocation

To:
Mr. E. F. Chidsey
Division Engineer
La Grande, Oregon

Dear Sir:

In regard to the movement of power transmission line on the S. Unit, Joseph-Wallowa Lake Section.

Right of way easements held by the Pacific Power & Light Company from M. V. Knight, R. H. Williams, and F. D. McCully cover installations between Stations 126+80 and 143+70, comprising 6 power poles, 3 of which are within our proposed right of way. Also installations between Stations 196+70 and 290, comprising 39 power poles, 32 of which are within our proposed right of way.

The relocated transmission line will probably necessitate moving all 45 of these poles.

Very truly yours,

/sgd./ J. C. Hiatt

J. C. Hiatt
Resident Engineer

FOR FILING

FORM E-30X 25M 6-51 90116

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
May 15, 1953

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

W. C. WILLIAMS

Dear Sir:

Herewith, a copy of our entire file on the South Unit, Joseph - Wallowa Lake widening job that pertains to the moving of power poles by the Pacific Power & Light Company in 1950.

This issue was presumed dead when the power company was requested to furnish an estimate in 1950 and failed to do so.

Mr. Hiatt had discussed the costs with a local representative at the time, who informed Hiatt that the line was no good and had to be rebuilt anyway. You will note that Mr. Stout's letter of May 4, 1950 states that the lines was constructed about 1921. I would assume that a 30-year pole line wouldn't have much value, and certainly we wouldn't be liable for a new modern line in lieu of one this old.

According to Mr. Hiatt, and the poles shown on our map, there were only 42 poles instead of the 50 called for in estimate that were covered by easements, so that would reduce estimate by 8 poles.

I would recommend some compromise settlement, but not the total cost of a new line.

Very truly yours,

AFP

A. F. Parson
Division Engineer

AFP/pc

cc: W. C. Williams

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
E. F. CHIDSEY, DIVISION ENGINEER
LA GRANDE, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

La Grande, Oregon
May 15, 1953

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Leonard Bennett
Property Agent
Pacific Power & Light Co.
Portland, Oregon

Dear Sir:

This will acknowledge receipt of your letter of April 27, 1953, with estimate of cost of moving power poles on the Joseph - Wallowa Lake Secondary Highway in Wallowa County in 1950.

This matter has been referred to our Salem office for further consideration.

Very truly yours,

A. F. Parson
Division Engineer

AFP/pc

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PACIFIC POWER & LIGHT COMPANY
Portland, Oregon

May 4, 1953

Mr. E. F. Chidsey, Division Engineer
Oregon State Highway Commission
LaGrande, Oregon

Dear Sir:

We acknowledge receipt of your letter of April 25 relative to the moving of our transmission line due to the widening of the Joseph-Wallowa Lake Secondary Highway.

We have three right of way easements covering approximately 1 3/4 miles of line as follows:

M. V. Knight, unmarried, dated June 23, 1921, recorded in Book 35, Page 328, covers the southeast quarter of the northeast quarter of Section 29 and Lots 1 and 2, Section 21, T 3 S, R 45 E, W.M.

R. H. Williams and wife, dated June 10, 1921, recorded in Book 35, Page 288, covers Lots 2,3,4, and the southwest quarter of the northeast quarter of Section 16, and Lot 6 and the southeast quarter of the southwest quarter of Section 4, T 3 S, R 45 E, W.M.

F. D. McCully and wife, dated September 23, 1932, recorded in Book 46, Page 565, covers Lots 5 and 6, Section 16, T 3 S, R 45 E, W.M.

I do not know why the remainder of the line was not covered by easements, but it was the general practice of the small utility companies in the early days to secure only such easements as they were compelled to and if no one objected to the construction of a line it was built without easements.

This line was constructed in about 1921 by a predecessor company and has been at its present location since that time. In so far as we have been able to determine there has been no definite right of way dedicated for public use covering the old road.

Yours very truly,

/sgd./ R. L. Stout

R. L. STOUT
Right of Way Engineer

RLS:me

C O P Y

PACIFIC POWER & LIGHT COMPANY

Public Service Building

Portland 4, Oregon

April 27, 1953

Mr. A. F. Parsons
Oregon State Highway Commission
La Grande, Oregon

Attention: Mr. C. D. Cannon
Office Engineer

Dear Sir:

As authorized by your letter dated March 25, 1953, we are enclosing herewith an estimate of the cost of relocating this Company's transmission line adjacent to the right of way of the Joseph-Wallowa Lake Secondary Highway in Wallowa County, Oregon.

The estimate is based on the costs which would have been incurred had the old line been removed to the new location.

Please let us know if you require any further information in connection with this relocation.

Yours very truly,

/s/ Bennett
Leonard Bennett
Property Agent

LB:mjh
Enc.

C O P Y

JOSEPH-WALLOWA FALLS 22 KV Line RELOCATION

Removal Cost of Existing Line:

Remove 50 - 45' poles	$ 1519.84
Includes 53 crossarms	
159 insulator pins	
Remove 7 anchors	159.58
7 down guys	53.19
Remove 5050 lbs. #4 HDBC	1519.84
Includes 159 insulators	
Remove communication equipment	151.98
Includes 53 crossarms	
53 brackets	
850 lbs. #12 iron wire	
106 insulators	
Automobile	224.00
General Overheads	362.84
TOTAL	$ 3991.27

Re-Installation of Removed Material:

Install 50 - 45' poles	$ 3800.00
Includes 53 crossarms	
159 insulator pins	
Install 7 anchors	159.60
7 down guys	106.40
Install 5050 lbs. #4 HDBC	2508.00
Includes 159 insulators	
Install communication equipment	304.00
Includes 53 cross arms	
53 brackets	
850 lbs. #12 iron wire	
106 insulators	
Automobile	453.00
General Overheads	615.[illegible]0
TOTAL	$ 7946.80
GRAND TOTAL	$11938.07

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PACIFIC POWER & LIGHT COMPANY
Public Service Building
Portland, Oregon

April 19, 1953

Mr. E. F. Chidsey, Division Engineer
Oregon State Highway Commission
La Grande, Oregon

Dear Sir:

The proposed construction of the Wallowa Lake Highway will necessitate the relocation of about four miles of our transmission line now located for the most part over private right of way.

We are now engaged in making a survey of the new location for our line and will be able to supply you with an estimated cost of such change as soon as the field work is completed. It is assumed that the State will reimburse this company for moving its line, or at least for that part located outside the old road right of way.

We should like to hear from you with reference to this matter and also the time when the construction of the highway will be started.

Yours very truly,

/sgd./ R. L. Stout

R. L. STOUT
Right of Way Engineer

RLS:me

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A. F. Parson, Divisi n Engineer

March 25, 1953

Pacific Power & Light Company
Public Service Building
Portland 4, Oregon

Attention: Mr. Leonard Bennett
Property Agent

Dear Sir:

You may submit to this office, for consideration, a bill covering the State's fair share of the cost of moving your power line along the Joseph-Wallowa Lake Secondary Highway, as mentioned in your letter of March 23, 1953.

Very truly yours,

A. F. Parson
Division Engineer

By

C. D. Cannon
Office Engineer

CDC/pc

C O P Y

PACIFIC POWER & LIGHT COMPANY

Public Service Building

Portland 4, Oregon

March 23, 1953

Mr. A. F. Parson, Division Engineer
Oregon State Highway Commission
La Grande, Oregon

Attention: Mr. C. D. Cannon
Office Engineer

Dear Sir:

This refers to your letter dated February 5, 1953, concerning the moving of this Company's transmission line adjacent to the right of way of the Joseph-Wallowa Lake Secondary Highway in Wallowa County.

Upon receipt of your letter, we have again reviewed our file relating to this relocation and find that on May 22, 1950, Mr. Jos. W. Quick of this company discussed this matter with Mr. E. F. Chidsey and Mr. C. D. Cannon at your office in La Grande, and at that time the basis of settlement with the State for the costs of removing this line was discussed. It seems that at that time your office suggested that the State should pay for moving the then existing line and that this Company should submit an estimate showing the detail of labor, the number of poles and distances to be moved, showing the then existing electric and telephone conductors, number of guys, poles, etc. to be moved.

We shall appreciate your again reviewing your file on this matter and informing us as to whether we may now submit our estimate based on the costs which would have been incurred had the old line been removed to the new location.

Yours very truly

/s/ L. Bennett
Leonard Bennett
Property Agent

LB:mjh

C O P Y

A. F. Parson, Division Engineer

February 5, 1953

Pacific Power & Light Co.
Public Service Building
Portland 4, Oregon

Attention: Leonard Bennett, Property AGENT

Dear Sir:

Your letter of January 29, 1953 to Mr. J. C. Hiatt, Resident Engineer, has been referred to this office for reply. This has to do with the moving of your transmission line adjacent to the right of way of the Joseph-Wallowa Lake Secondary Highway in Wallowa County.

In going back through our records we find that this matter came to our attention in April 1950, at which time your Mr. Stout sent us a list of the Easements covering pole lines along certain sections of this highway that would of necessity have to be moved during construction. We referred this to Resident Engineer Hiatt for investigation and were informed that Mr. Hiatt, in company with a representative of the Pacific Power & Light Company, looked the situation over on the ground. The impression left with Mr. Hiatt was to the effect that due to the poor condition of the pole line your company planned on reconstructing the complete line along this highway, regardless of highway reconstruction. We presumed that if such was the case the State of Oregon should not be billed for any part of the transmission line reconstruction. In view of the above report from Mr. Hiatt we did not request an estimate of cost of moving that part of your transmission line within the boundaries of the new right of way covered by your Easements, as we did not expect to be billed for the cost of moving the line.

Very truly yours,

A. F. Parson
Division Engineer
By

C. D. Cannon
Office Engineer

CDC/pc
cc - J. C. Hiatt

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PACIFIC POWER & LIGHT COMPANY

Public Service Building

Portland 4, Oregon

January 29, 1953

Mr. J. C. Hyatt
Oregon State Highway Commission
La Grande, Oregon

Dear Sir:

This refers to the reconstruction of a portion of the Joseph-Wallowa Lake Secondary Highway during 1950, at which time this Company relocated a section of approximately 4 miles of transmission line, which was made necessary by the highway relocation.

On Arpil 19, 1950, we addressed a letter to Mr. E. F. Chidsey of your office relating to this construction, and on May 4, 1950, we forwarded to him the details of certain easements covering a part of this line running over private property. It was our understanding at the time that the Highway Commission would reimburse this Company for the costs of relocating the line where the line was constructed over private property, as distinct from the highway right of way.

Our records contain no further correspondence regarding this matter since that date, but the relocation of the transmission line was completed in 1950.

We shall appreciate your advising us as to whether the Highway Commission will reimburse us for this relocation cost and upon being so advised, we shall be glad to prepare a billing and submit it to you for approval.

Yours very truly,

/s/ L. Bannett

Leonard Bennett
Property Agent

LB/rmw

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May 8, 1950

Mr. J. C. Hiatt
Resident Engineer
State Highway Commission
Enterprise, Oregon

Dear Sir:

Attached hereto you will find Division Office file on the matter of moving of power pole line, Joseph - Wallowa Lake Secondary Highway.

Willyou please read the correspondence and return it to this office after you have obtained such information therefrom as you might wish.

Very truly yours,

K. F. CHIDSEY
Division Engineer

By

C. D. Cannon
Office Engineer

CDC/hw

encl.

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April 25, 1950

Pacific Power & Light Company
Portland, Oregon

Attention: Mr. R. L. Stout
Right of Way Engineer

Dear Sir:

Reference is made to your letter of April 19, 1950 in regard to your relocating of the transmission line adjacent to the Joseph-Wallowa Lake Secondary Highway.

The policy of the Highway Commission allows us to approve bills covering the cost of moving Public Utility facilities that might be included within the boundaries of additional State Highway Right of Way being acquired, provided that the Utility Company is in possession of a formal easement or agreement covering the location of an existing pole line.

We are not sure of the starting date of the reconstruction of the highway around Wallowa Lake, but according to present plans we expect to contract the work some time this spring and have set the tentative date of completion at September 30, 1950.

If you have in your possession copies of the pole line easement or easements covering that section of the transmission line that will be necessary to move during construction we would like to read them. If the easements are on file in the county records we would not have to have copies but can obtain from the county records such information as we might need. It would help us out if you will supply either copies of the easements or volume and page numbers of the recordings.

Very truly yours,

E. F. CHIDSEY
Division Engineer

By

C. D. Cannon
Office Engineer

CDC:gb

R. H. Baldock

RECEIVED FOR FILING

1110

January 24, 1952

FINAL COST ANALYSIS

Contract #3354

Prefix - 132-1110

South Unit, Joseph-Wallowa Lake
Bridge, Grading & Oil Mat Surfacing

Contractor-Durbin Brothers

Resident Engr., J. C. Hiatt

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$ 1,846.94	$ 4,500.00
Structural Exc.	221.2	Cu. Yd.	3.00	2.77	612.72	663.60
Trench Exc.	149.83	" "	3.00	2.25	337.12	449.49
General Exc.	106,854	" "	.30	.29	31,019.98	32,056.20
Short Overhaul	94,644	Yd. Sta.	.015	.015	1,419.66	1,419.66
Long Overhaul	1,600.8	C-Yd. Sta.	.40	.40	640.32	640.32
Fin. R/B & Slopes	4.724	Mile	700.00	480.00	2,267.52	3,306.80
18" Corr. Metal Pipe	766	Lin. Ft.	3.15	3.06	2,344.11	2,412.90
24" " " "	12	" "	4.50	5.51	66.10	54.00
*Provide for traffic & rem. of old Br.	All				2,000.00	2,000.00
*Exc. for Structure	78.4	Cu. Yd.	5.00	5.00	392.00	392.00
*Furn. Treated Piling	980	Lin. Ft.	1.25	1.25	1,225.00	1,225.00
*Drive Piling	28	Each	60.00	60.00	1,680.00	1,680.00
*Class "A" Conc.	142.65	Cu. Yd.	60.00	60.00	8,559.00	8,559.00
*Metal Rein.	30,878	Lbs.	.10	.10	3,087.80	3,087.80
*Treated lmbr. in Place	2.748	MFBM	250.00	250.00	687.00	687.00
**1"-0 Mat. in Base	14,225	Cu. Yd.	2.25	2.25	32,006.25	32,006.25
&*Sprinkling	1,298.9	M/Gal.	2.50	2.50	3,247.25	3,247.25
***Prep. of Base	4.724	Mile	150.00	150.00	708.60	708.60
&*Furn. & Pl. Aggr.	1965	Cu. Yd.	4.25	4.25	8,3 51.25	8,351.25
*** " " " 150-200 Asphalt	208.29	Ton	45.00	45.00	9,373.05	9,373.05

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
P.A. #1, 12" Conc. Pipe	42	Lin.Ft.	$2.00	$1.85	$ 77.70	$ 84.00
P.A. #2, F. & Pl. 4" Conduit	231	" "	1.32	1.15	265.65	304.92
P.A. #3-5" Conc. Drain Pipe	72	" "	.75	.59	42.48	54.00
P.A. #3-$\frac{1}{2}$"-$\frac{1}{4}$" Gravel Backfill	5	Cu. Yd.	5.00	3.95	19.75	25.00
Total					$112,277.25	$117,288.09

Gross Revenue	$117,288.09
Total Cost	112,277.25
Profit	5,010.84

Net Profit Equals 4.3% of Gross Revenue

* Work done by Valley Construction Co.

** Work done by Rush Construction Co.

*** Work done by Russell Olson Construction Co.

South Unit, Joseph-Wallowa Lake
Contract #3354

Detail of Cost

Labor:

Labor	$16,643.15	
Labor Insurance	1,065.16	
		$ 17,708.31

Materials:

18" Corr. Metal Pipe	766'	at $2.28	$ 1,746.48	
18" " " Bands	24	" 3.41	81.84	
24" " " Pipe	12'	" 3.52	42.24	
24" " " Bands	2	" 4.24	8.48	
5" Conc. Drain Tile	72'	" .38	27.36	
4" Conduit	231'	" .66	152.46	
12" Conc. Pipe	42'	" .85	35.70	
				$ 2,094.56

Equipment Rentals & Misc. Supplies:

Equipment Rentals, Owned	$11,250.07	
" " , Hired	293.05	
Gas, Oil & Grease	4,533.14	
Bond	879.66	
P.U.C.	45.00	
Move In, Freight & Cartage	871.22	
Small Tools & Misc. Supplies	475.00	
General Overhead	3,518.64	
		$ 21,865.78

Work Done By Others:

*Bridge Work Done By Valley Construction Co.	$17,630.80	
**Gravel Crushed & Part of Sprinkling Done By Rush Construction Co.	38,901.40	
***Oiling and Part of the Sprinkling Done By Russell Olson Construction Co.	14,076.40	
		$ 70,608.60

Total Cost $112,277.25

South Unit, Joseph-Wallowa Lake
Contract #3354

Remarks:

This was a State Project for grading and oiling of 4.72 miles of roadbed on the Joseph-Wallowa Lake Section of the Joseph-Wallowa Lake Secondary Highway in Wallowa County.

This contract was bid May 26, 1950, awarded June 8, 1950, worked started August 25, 1950, and the project was completed August 4, 1951.

The bridge was built by the Valley Construction Company, work was started on the Detour Road and temporary bridge and driving the piling on the main bridge on August 25, 1950. The bridge was completed and the temporary bridge removed November 18, 1950.

The contractor moved in one D-8 cat and carryall and a three man clearing crew on September 19, 1950, and started clearing and grading from Station 220 toward the South end of the project. The clearing consisted of brush and small to medium sized pine trees. A good profit was realized on the clearing.

The grading was done with one D-8 cat and carryall, two D-8 cat and dozer, one tournapull for a short period, cat blade, and a ripper was used occasionally. The grading material consisted mostly of dirt from Station 85+00 to Station 210+00. The balance of the material consisted of dirt and boulders, the boulders not being too large and not more than two feet in diameter. These boulders were removed with the two D-8 cats and dozers and placed along the slopes of the roadway. The grading progressed rather slowly due to the inclement weather during the winter months. The contractor used a crew of five men that resulted in a low payroll, only a small profit was realized on the grading due to the low bid price.

The Rush Construction Company did the crushing for this project, and crushed material for the Joseph City Street Project, also for logging contractors and three State Purchase Orders. The crusher was moved to a private gravel bar just South of the city limits of Joseph, near the Wallowa River. Very good yardage was produced by the crushing plant.

The oiling was done by the Russell Olson Construction Company, and was started on July 24, 1951, and completed on August 1, 1951. Equipment used on the oiling was one distributor, one-3/4 cubic yard shovel, four 5-cubic yard trucks, one blade and two rollers. The asphalt was transported from Portland in insulated tank trucks and pumped into the distributor and did not require reheating. The contractors had low bid prices, good equipment and personal supervision. A small profit was realized.

E. H. Clymer
Chief Cost Analyst

By . . . George Kayser

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NOV 26 1951
FOR FILING

132 1110

(CONTRACT NO.)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 19, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3354	13-final	Durbin Bros.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20028	R-28228	$ 3,401.43	Nov. 16, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: **July 31, 1951**

Time Extensions: **Extended to Aug. 10, 1951 without penalty**

Completion Date: **Aug. 9, 1951**

Date Accepted: **Nov. 8, 1951**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **11-20-51**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
NOV [illegible]
FOR FILING

[illegible]

October 30, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

State Highway Contract No. 3354 for work performed on the South Unit, Joseph-Wallowa Lake Section of the Joseph-Wallowa Lake Secondary Highway in Wallowa County was completed by the contractor, Durbin Brothers, on August 9, 1951 but has not as yet been accepted by the Commission.

Final payment in the amount of $3,401.43 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $117,288.09, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

gl

cc: Durham & Bates

Portland Branch Office

RECEIVED
1951
FOR FILING

[illegible]

3354

October 2, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Durbin Brothers on contract No. 3354, covering grading and surfacing on the South Unit, Joseph-Wallowa Lake Section of the Joseph-Wallowa Lake Secondary Highway in Wallowa County.

This payment, in the amount of $6,215.60, will be made to the contractor on or after October 12, 1951. The retained percentage is $3,522.27.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Portland Branch Office

NOTED ON CARD

RECEIVED
SEP 28 1951
FOR FILING

132 - 110

3354

September 27, 1951

Durbin Bros.
597 High St.
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 12, 195, had under discussion your request for an extension of time of 10 days, from July 31 to August 10, 1951, within which to complete your contract No. 3354 for grading and surfacing on the South Unit, Joseph-Wallowa Lake Section of the Joseph-Wallowa Lake Secondary Highway in Wallowa County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

J. C. Hiatt,
Resident Engineer

H. G. Smith,
Construction Engineer

[illegible]

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SEP 12 1951
FOR FILING

32-1110
3354

September 11, 1951

Request for extension of time
No. 5
September 12 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Durbin Bros. for an extension of time on Contract No. 3354, South Unit, Joseph-Wallowa Lake Section, from July 31, 1951 to August 10, 1951.

The contractor had completed all grading and rock production ahead of schedule, but due to the oiling subcontractor's heavy schedule he was unable to complete the oiling by the specified completion date.

There was neither inconvenience to the traveling public nor additional expense to the State. I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. W. C. Williams
Mr. H. G. Smith

132 - 1110
3354
Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION
Field Engineer's Weekly Report
FOR CONSTRUCTION PROJECTS ONLY

Final
No. 39

For Week Ending August 4, 1951

Section S. Unit, Joseph-Wallowa Lake
Kind of work Grading & Oil Mat Surf.
Highway Joseph-Wallowa Lake Secondary
Section prefix 132-1110
Contractor Durbin Brothers
Contract number 3354
Date of contract June 8, 1950
Date of completion July 31, 1951
Date work started Aug. 25, 1950
Estimated date of completion July 31, 1951
Amount of contract $111,283.50
Per cent of time elapsed 101%
Estimated cost of completed project, exclusive of engineering $115,700.00
Per cent of contract completed, based on total contract price 100%
Engineering cost to date $8,000.00, %
Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final seal placed over oil mat on Monday and Tuesday.
Dusting of final seal completed Saturday.
Job is complete except for a few hours brooming work.

NOTED
H. W. LIEBY

NOTED
H. G. SMITH

NOTED
B. A. MARTIN

RECEIVED
[illegible] 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. C. Hitt
Address Enterprise, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.72	4.72		4.72	
Miles partially completed					
Miles completed	4.72	4.72		4.72	
Total estimated quantities	106,000	14,265		1,900	
Estimated quantities moved or placed to date	106,000	14,265		1,900	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				12	
Average force on project for week				17	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., 4 dump trucks, 1 distributor, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair & warm		
Monday	" "		
Tuesday	Fair, warm, heavy showers in evening.		
Wednesday	Fair & warm		
Thursday	" "		
Friday	Light showers AM, fair & warm after 8 AM		
Saturday	Fair & warm		

State Printing Dept. 41608

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FOR FILING
FORM E-30X 25M 11-50 44702

[illegible]

[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 19, 1951

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

Mr Bickmore called this morning regarding the oiling on the S. Unit of the Joseph-Wallowa Lake Section, Contract No. 3354, advising that oiling specifications for the 0-9 oil mat call for 0.2 to 0.4 gallons of asphalt per square yard.

The amount set up in the contract would only permit shooting of 0.2 of gallons per square yard, which was not sufficient to properly bind the material. The Contingency Funds for this project have been exhausted by virtue of existing sprinkling required by the extremely dry weather, and Mr. Bickmore requested permission to overrun the project by purchasing approximately 20 tons of additional oil, at an estimated cost of $900.00.

In the absence of yourself, Mr. Williams and Mr. Baldock, I took the matter up with Mr. Stiffler, and received his approval to purchase the excess amount of oil, with the instructions that a tentative trial should be made of the 0.35 shot to see if that would be sufficient.

Mr. Bickmore was so advised by telephone.

Very truly yours,

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. W. Stiffler

NOTED
W. W. STIFFLER

RECEIVED
AUG 1 1 1950
FOR FILING

32-1110

3354

AGENDA
JUL 10 1950

June 8, 1950

Durbin Bros.
220 Whitbeck Street
Eugene, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, surfacing and oiling on the South Unit, Joseph-Wallowa Lake Section of the Joseph-Wallowa Lake Highway in Wallowa County. This award was based on your low bid of $111,283.50 submitted on May 26, 1950.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FN

cc - E. G. Smith
Goldie Lewis
S. H. Probert
L. R. White, Asst. Comm.
(S.I.A.C.)

gex confirmed

S&C

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 8, 1950
3:50 p.m.

Durbin Bros.
220 Whitbeck St.
Eugene, Oregon

State Highway Commission awarded you today contract for South Unit, Joseph-Wallowa Lake Section, Joseph-Wallowa Lake Highway, Wallowa County, based on your low bid submitted May 26, 1950. Contract forms follow shortly.

H. B. Glaisyer, Secretary
Oregon State Highway Commission

cc - Confirmation
Auditor (5001-900)
Files

RECEIVED
FOR FILING

132-1110

June 30, 1950

Durbin Bros.
220 Whitbeck St.
Eugene, Oregon

Gentlemen:

We enclose herewith a fully executed copy of Contract No. 3354, which was awarded to you on June 8, 1950, by the State Highway Commission, covering Grading and Oil Mat Surfacing on the South Unit, Joseph-Wallowa Lake Section of the Joseph-Wallowa Lake Secondary Highway in Wallowa County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc
Enc.

Received

Recorded 6/5

RECEIVED
JUN 12 1950
FOR FILING

132-1110
+
3354

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 9, 1950

SUBJECT:

132 1110
3351

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Ass't State Highway Engineer

OFFICE

Dear Mr. Williams:

We now have options on all right of way on the South Unit of the Joseph-Wallowa Lake Section, Wallowa Lake Highway. Insofar as this department is concerned the contract may be awarded.

Very truly yours,

J. M. DEVERS

By R L Porter
R. L. PORTER
Ass't. Right of Way Engineer

RLP:MA

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APR 14 1950
FOR FILING

April 13, 1950

Oregon State Highway Commission

Gentlemen:

I am attaching a sketch map of the relocation of the South Unit of the Joseph-Wallowa Lake Section of the Joseph-Wallowa Lake Highway.

This relocation follows very closely the existing alignment but eliminates or flattens several curves. You have set up an item of $130,000 in the 1950 Major Betterment Program for construction of this section.

I would recommend that the location be approved and that authority be granted to acquire the necessary right of way and prepare plans for contracting.

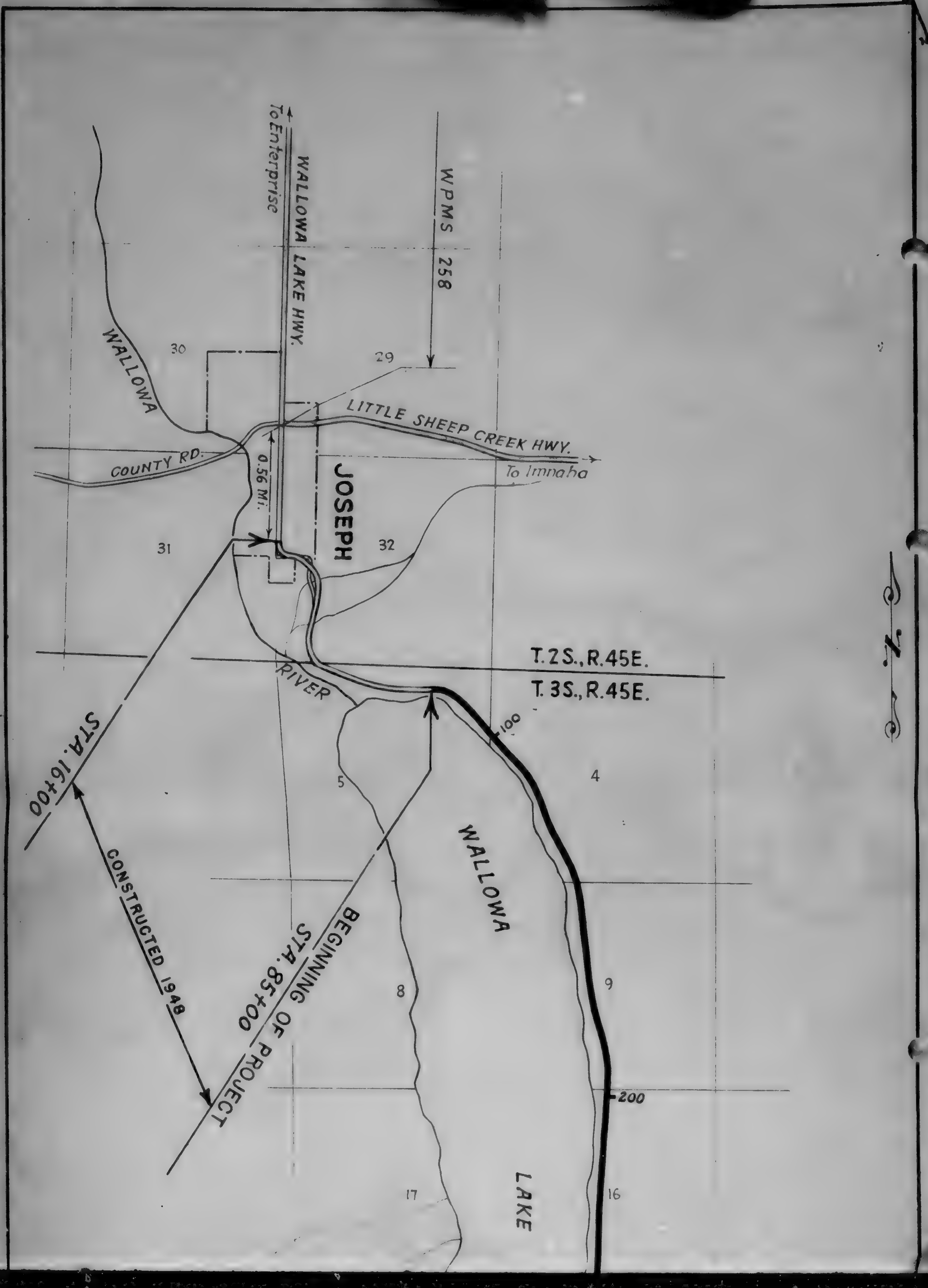
Very truly yours,

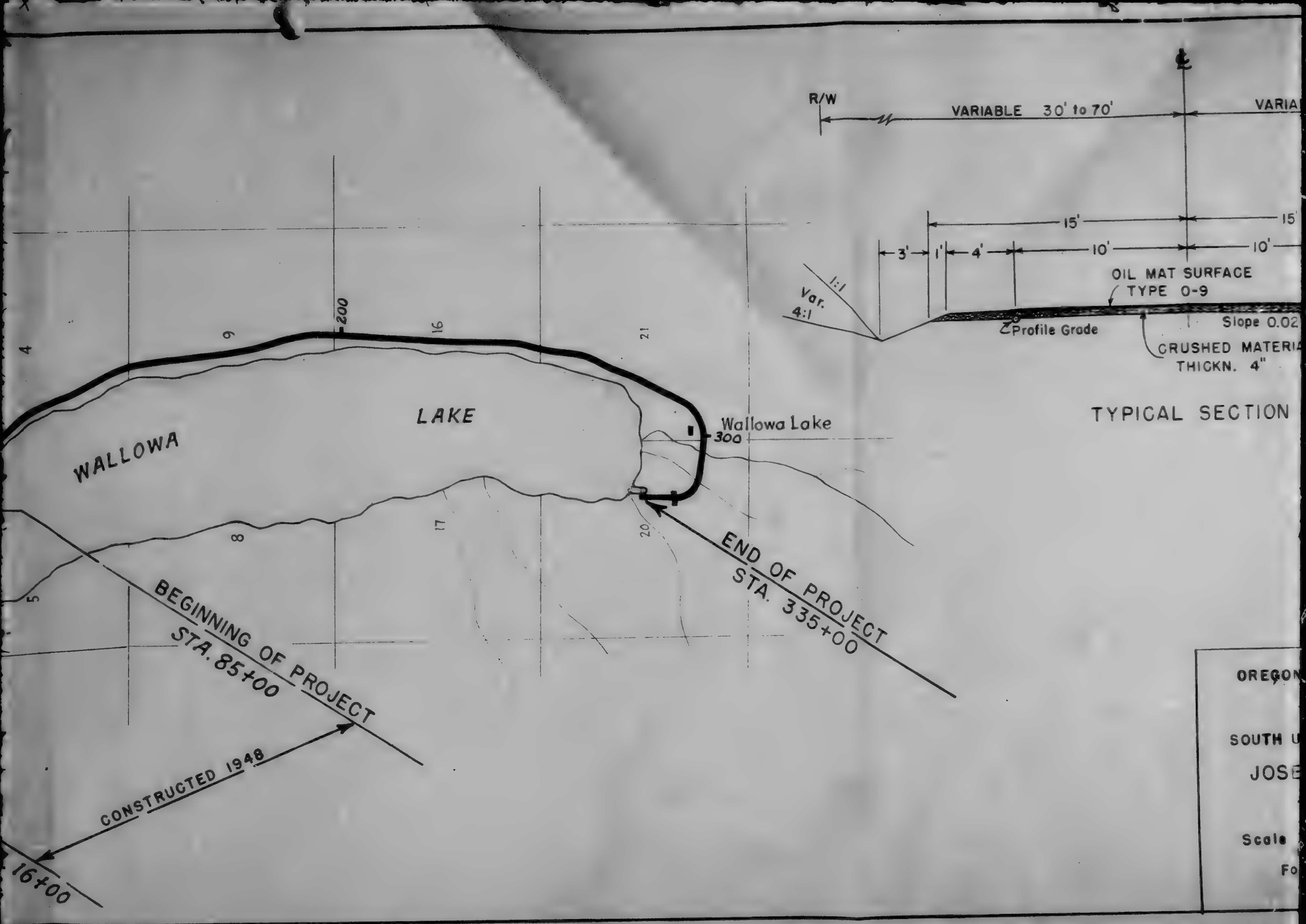
R. H. Baldock
State Highway Engineer

Encl.

ms

cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. Forrest Cooper


To Enterprise
WALLOWA LAKE HWY.
WPMS 258
WALLOWA
30
29
LITTLE SHEEP CREEK HWY.
COUNTY RD.
To Imnaha
0.56 Mi.
JOSEPH
31
32
T. 2S., R. 45E.
T. 3S., R. 45E.
RIVER
100
STA. 16+00
5
4
WALLOWA
CONSTRUCTED 1948
BEGINNING OF PROJECT
STA. 85+00
8
9
200
17
16
LAKE
N


WALLOWA
LAKE
Wallowa Lake
4
5
8
9
16
17
20
21
200
300
BEGINNING OF PROJECT
STA. 85+00
CONSTRUCTED 1948
16+00
END OF PROJECT
STA. 335+00
R/W
VARIABLE 30' to 70'
VARIA
15'
15'
3'
1'
4'
10'
10'
1:1
Var.
4:1
OIL MAT SURFACE
TYPE 0-9
℄ Profile Grade
Slope 0.02
CRUSHED MATERIA
THICKN. 4"

TYPICAL SECTION

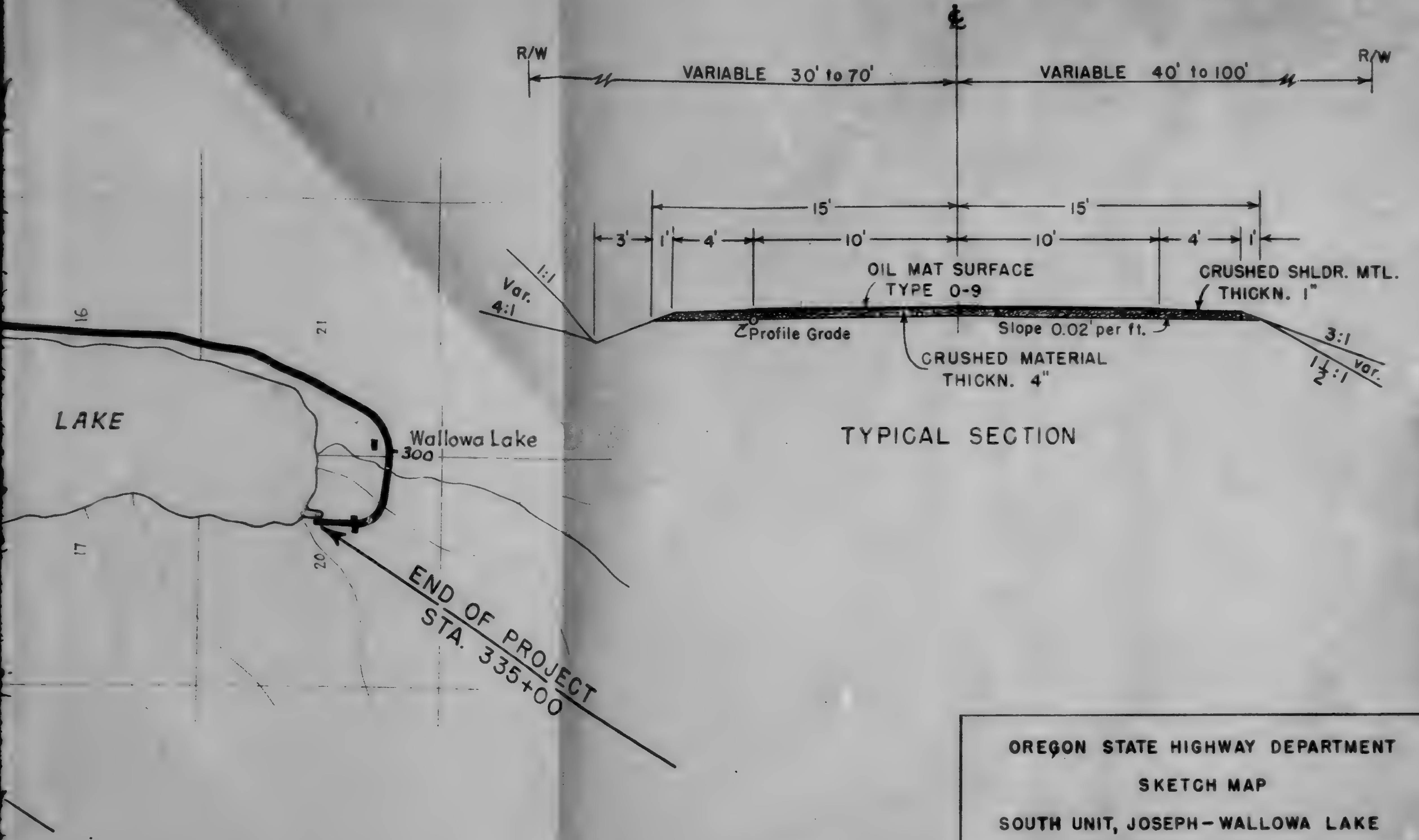
OREGON

SOUTH U

JOSE

Scale

Fo


LAKE
16
21
17
20
Wallowa Lake
300
END OF PROJECT
STA. 335+00
R/W
VARIABLE 30' to 70'
VARIABLE 40' to 100'
R/W
15'
15'
3'
1'
4'
10'
10'
4'
1'
1:1
Var.
4:1
OIL MAT SURFACE
TYPE 0-9
CRUSHED SHLDR. MTL.
THICKN. 1"
Profile Grade
Slope 0.02' per ft.
CRUSHED MATERIAL
THICKN. 4"
3:1
1½:1
Var.

TYPICAL SECTION

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

SOUTH UNIT, JOSEPH-WALLOWA LAKE

JOSEPH-WALLOWA LAKE HWY.

WALLOWA COUNTY

Scale 2" = 1 Mile April 1950

For detail see 5B-36-4

S-97(1) Salisbury Jct.-Poker Cr. 1953
Sec., Sumpter Valley Secon.
#3353 Hwy.

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FOR FILING
[illegible]

September 9, 1953

Mrs. A. J. McCallister
211 S. W. Third Avenue
Milton-Freewater, Oregon

Dear Mrs. McCallister:

We have your letter of September 3 in which you make inquiry as to when you may receive payment for your claim against Allen E. Sackett on State Highway Contract No. 3353.

As you may know, funds due Mr. Sackett on this contract have been assigned to the surety, The General Casualty Company of America whose address is 209 S. W. 4th Ave., Portland 4, Oregon.

We note that your claim has been filed with the Secretary of State to protect it from expiring six months after the contract was completed and accepted. The performance bond furnished with this contract by The General Casualty Company of America is provided to assure satisfactory completion of the work and the payment of all bills incurred on the contract.

We suggest that you again contact the surety, and if you feel it necessary, turn this claim over to your attorney.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:nr

NOTED ON CARD

711 S.W. 3rd ave
Milton - Freewater Ore
Sept 3, 1953

Oregon State Highway Commission
Salem, Oregon —

Dear Sir

Regarding our claim against Allen E. Sackett, on contract No 3553 for grading and surfacing ~~State Highway~~ the Salisbury Junction Baker Creek Section of the Sumpter Valley Secondary Highway in Baker County; — we have written the ~~the~~ bonding company, and Mr. Sackett repeatedly and they have both ignored us —.

Mr A.J. McCallister, one of the partners, passed away last December — We are trying to settle our estate and would certainly appreciate some action, reply — or at least an idea as to what should be done or can be done.

Any advice or help that you can give us at this time would be greatly appreciated.

Yours Truly
Mrs A J. McCallister

RECEIVED
SEP 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 17, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3353	10-final	ALLEN E. SACKETT	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13556	R-71385	$ 2,331.58	July15, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: to July 16, 1951 without penalty

Completion Date: July 16, 1951

Date Accepted: Sep. 22, 1952

Penalties: None outstanding of record

Claims: None outstanding the special bond does not cover

Remarks: Release of final payment authorized by Chief Counsel

---

Date: 7-20-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JUL

A.A.Wahlander

NOTED ON CARD

R

RECEIVED
FOR FILING

July 3, 1953

General Casualty Company of America
Seattle 5, Washington

Attention: Mr. Donald E. Spickard
Legal Department

Gentlemen:

This letter refers to yours of February 10, 1953 concerning the payment of final funds to Allen E. Sackett, contractor for work performed under Oregon State Highway Contract No. 3353 for grading and surfacing the Salisbury Junction-Poker Creek Section of Sumpter Valley Secondary Highway in Baker County. As stated to you in my letter of February 16, 1953, I referred to our Legal Department the material that you furnished, being an assignment given you by Allen Sackett of all monies due or to become due him in connection with this job, executed copy of release of D. F. McKenzie and Rush Construction Company, and bond to indemnify the State of Oregon against any loss or damage that might result by releasing the final payment to General Casualty Company of America pursuant to the provisions of the above mentioned assignment.

We are in receipt of a reply from the Chief Counsel advising me as to the legal features involved and recommending release of the remaining funds due Mr. Sackett subject to the assignment of the General Casualty Company. In view of this information, I am today authorizing our Accounting Division to release immediately the unpaid funds that have been earned by Mr. Sackett on this job. You should receive the warrant within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HDG:jmc
cc: Mr. A. R. Eby
Claims Department
General Casualty Company of America
Seattle 5, Washington

C. H. Maison
F. Query

NOTED ON CARD
7-3-53

P. S. on
Mr. Eby's copy:

Dear Mr. Eby:

This copy of my letter directed to the attention of Mr. D. E. Spickard of your Legal Department will serve as a reply to your letter of May 6, 1953.

HBG

P. S. on Mr. Maison's copy

Dear Mr. Maison:

I hand you herewith duplicate and triplicate signed copies of the assignment given by Mr. Allen Sackett to the General Casualty Company of America of all monies now due or to become due Mr. Sackett in connection with Contract No. 3353. One of these is for delivery to the Secretary of State and the other is for your files. I have the original of the assignment for the Commission's records.

Pursuant to the information given in the above letter you are authorized to release all remaining funds due Mr. Sackett in connection with this job, payment, of course, to be assigned to the General Casualty Company of America.

HBG

P. S. on Mr. Query's copy

S

Dear Mr. Query:

I attach the original letter of the assignment referred to above and Mr. Rohde's letter of June 19, 1953, directed to you as Acting Secretary, recommending release of the funds. Also attached is releases from D. F. McKenzie and Rush Construction Company and the special bond furnished by the General Casualty Company of America. The assignment and special bond should be inserted in the contract and it might be well to make some sort of a notation in the contract concerning Mr. Rohde-s letter on which is based the release of the funds. Will you please have Mrs. Lewis record all these things on the card for this job which is also attached.

HBG

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

May 6, 1953

Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

State Highway Contract No. 3353
Allen E. Sackett, Contractor
Our Bond 181804; File 2-95161

We would appreciate your advice as to the present status of the funds that are still owing on the captioned contract. We had hoped that these funds would have been released to us before now.

Please let us hear from you at your early convenience.

Very truly yours,

a. R. Eby

Claims Department

A. R. Eby
bm

February 16, 1953

General Casualty Company of America
Seattle, Washington

Attention: Mr. Donald E. Spickard
Legal Department

Gentlemen:

This is to acknowledge receipt of your letter of February 10, 1953 transmitting the original and two copies of an assignment given by Allen E. Sackett to General Casualty Company of America of all monies due and payable and yet to become due and payable to Mr. Sackett in connection with his contract with the State Highway Commission, Contract No. 3353, for construction of the Salisbury Junction-Porker Creek Section of the Sumpter Valley Secondary Highway in Baker County, Oregon; you also enclose releases from D. F. McKenzie and Rush Construction Company of their claims against this job; and also enclosed is a form of bond (undated) indemnifying and protecting the Oregon State Highway Commission from liability in connection with additional claims, and you request release of the balance of the earned and retained money due on this job to Allen E. Sackett, the same to be paid to the General Casualty Company pursuant to the provisions of the assignment.

I am referring your letter and the attached papers to the Highway Commission's Chief Counsel for advice as to the legal features involved. You will be informed when a decision has been reached in the matter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. W. Enfield

Mr. Enfield:

I attach for your information a copy of Mr. Spickard's letter, a signed copy of the assignment, both releases, and the original and duplicate copies of the bond form. Will you kindly look these over and advise me the procedure to follow.

HBG

GENERAL CASUALTY COMPANY
OF AMERICA

Seattle 5

February 10, 1953

Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

COPY

State Highway Contract No. 3353
Allen E. Sackett, Contractor
Our Bond 181804
Our File 2-95161

We enclose an original and two copies of an Assignment made February 4, 1953 by Allen E. Sackett, contractor on this job of all moneys due and payable or to become due and payable in connection with this contract.

We also enclose executed copies of Release and Assignment of the claims of D. F. McKenzie and Rush Construction Company in connection with this job.

As it is Mr. Sackett's contention that none of the other claims which have been filed with you are actually for work done on this job, and as the claimants have been unable to substantiate to us their claim that their work was done on this job, we have refused to pay any of the other claims of which you have informed us.

However, in order that the final funds due of this job can be released to us and in order that you may be fully indemnified and protected we are enclosing original of a bond to indemnify the State of Oregon duly executed by the General Casualty Company of America. Accordingly, we will appreciate your releasing the balance of the earned and retained money due on this job to us at this office at the earliest possible time.

Very truly yours,

/s/ Donald E. Spickard

Legal Department

Donald E. Spickard
des - enclosures

COPY

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE, WASHINGTON

KNOW ALL MEN BY THESE PRESENTS, that we, the GENERAL CASUALTY COMPANY OF AMERICA, a corporation organized under the laws of the State of Washington and having its principal place of business in Seattle, Washington, but licensed to do business in the State of Oregon, is held and firmly bound unto the State of Oregon in the sum of Twenty-Three Hundred Forty-One Dollars Thirteen Cents ($2341.13) for payment whereof said GENERAL CASUALTY COMPANY OF AMERICA, its legal representatives, successors and assigns, firmly by these presents.

WHEREAS, the GENERAL CASUALTY COMPANY OF AMERICA heretofore executed its Bond No. 181804 as surety for Allen Sackett in connection with Oregon State Highway Contract No. 3353, Salisbury Junction, Parker Creek Section, Baker County, Oregon, and

WHEREAS, said Allen Sackett has completed the work on said Oregon State Highway Contract No. 3353 and there is now due and payable to him on account of his completion of such work the amount of Twenty-Three Hundred Forty-One Dollars Thirteen Cents ($2341.13), and

WHEREAS, the GENERAL CASUALTY COMPANY OF AMERICA, as surety for Allen E. Sackett has discharged certain claims heretofore filed with the State of Oregon but has refused to discharge certain other claims filed with the State of Oregon, for the reason that said claims were not properly incurred in connection with said Oregon State Highway Contract No. 3353, and

WHEREAS, the State of Oregon desires to be indemnified and held harmless from any and all liability which may arise by virtue of its releasing to the GENERAL CASUALTY COMPANY OF AMERICA, as assignee of Allen E. Sackett the balance of Twenty-Three Hundred Forty-One Dollars Thirteen Cents ($2341.13), now due under said contract;

NOW, THEREFORE, the condition of this obligation is such that if the GENERAL CASUALTY COMPANY OF AMERICA shall indemnify the State of Oregon against any loss or damage and shall hold and save the State of Oregon harmless from any and all loss or damage or claim arising by virtue of its release to GENERAL CASUALTY COMPANY OF AMERICA of the balance of Twenty-Three Hundred Forty-One Dollars Thirteen Cents ($2341.13), the balance now due on said Oregon State Highway Contract No. 3353, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED THIS _______ day of February, 1953.

GENERAL CASUALTY COMPANY OF AMERICA

By______________________________
Attorney-In-Fact

RECEIVED
1953
FOR FILING

S-11(1)

3353

Liens

March 24, 1953

Dunn & Jackson
Attorneys at Law
Baker State Bank Building
Baker, Oregon

Attention: Mr. Austin Dunn

Gentlemen:

We have your letter of March 20 concerning your claim against Allen E. Sackett for rental of machinery on Mr. Sackett's State Highway Contract No. 3353. The contract was completed July 16, 1951, and accepted by the Highway Commission on September 22, 1952. Final payment, however, has not been made pending adjustment or satisfaction of outstanding claims.

The State Highway Department does not pay claims directly to the claimants as it has no way of determining the validity of the various claims.

The contractor and the surety have been notified that final payment is being delayed pending satisfaction of claims.

If you have not already done so, you might secure relief by contacting the General Casualty Company of America, 209 S. W. Fourth Avenue, Portland 4, Oregon, as it was this company who furnished the performance bond on the contract.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md

NOTED ON CARD

3-24-53

AUSTIN DUNN
WILLIAM L. JACKSON

DUNN & JACKSON
ATTORNEYS AT LAW
BAKER STATE BANK BUILDING
BAKER, OREGON
TELEPHONE 666

March 20, 1953

H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

We have received no word from Allen E. Sackett relative to our claim for rental of machinery used on State Highway Contract No. 3353.

We would appreciate your advice as to any further steps we should take.

Very truly yours,

DUNN & JACKSON

Austin Dunn

AD:dlh

3-20-53

Lewis

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FOR FILING

S-1761

3353

March 20, 1953

McCallister Excavating Company
211 SW 3rd Avenue
Milton-Freewater, Oregon

Gentlemen:

Final payment on State Highway Contract No. 3353 has not been made. This contract was awarded to Allen E. Sackett for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

Your claim is listed in our records and has also been filed with the Secretary of State; however, we have had no advice as to whether your claim or several others involved have been settled with Mr. Sackett or his surety. It is our normal procedure to withhold final payment on contracts until we have been advised that all claims have been satisfied.

It might be of some benefit to contact the General Casualty Company of America at 209 SW 4th Avenue, Portland 4, Oregon. This company furnished the performance bond for this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

F[illegible]:jmc

NOTED ON CARD
3-[illegible]-53

Milton Freewater Ore
311 S.W. 3rd ave
March 17, 1953.

Oregon State Highway Commission.
Salem Oregon

Dear Sir;

In regards to our claim, with state against Allen & Sackett. on your contract No. 3353, in the amount of #2325.07. has any settlement been attained.

We would appreciate any information you have regarding this matter.

Yours Truly
McCallister Excavating Co
E. C. McCallister (Partner)

RECEIVED
MAR 19 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR F

3353

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

GENERAL
CASUALTY COMPANY
OF AMERICA

SEATTLE 5

February 10, 1953

Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

State Highway Contract No. 3353
Allen E. Sackett, Contractor
Our Bond 181804
Our File 2-95161

We enclose an original and two copies of an Assignment made February 4, 1953 by Allen E. Sackett, contractor on this job of all moneys due and payable or to become due and payable in connection with this contract.

We also enclose executed copies of Release and Assignment of the claims of D. F. McKenzie and Rush Construction Company in connection with this job.

As it is Mr. Sackett's contention that none of the other claims which have been filed with you are actually for work done on this job, and as the claimants have been unable to substantiate to us their claim that their work was done on this job, we have refused to pay any of the other claims of which you have informed us.

However, in order that the final funds due on this job can be released to us and in order that you may be fully indemnified and protected we are enclosing original of a bond to indemnify the State of Oregon duly executed by the General Casualty Company of America. Accordingly, we will appreciate your releasing the balance of the earned and retained money due on this job to us at this office at the earliest possible time.

Very truly yours,

Donald E. Spickard

Donald E. Spickard
des - enclosures

Legal Department

NOTED ON CARD
2-11-53

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Allen Sackett

hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,

hereinafter referred to as SURETY, executed a bond dated September 10,1949, in favor of

hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Ore. State Highway Contract #3353 Salisbury Junction, Parker Creek Section, Baker County,Oregon

, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned D.F. McKenzie

of

in consideration of the sum of One thousand five hundred forty nine and 49/100 Dollars ($ 1549.49) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 21st day of January, 19 53.

(CORPORATE SEAL)

D. F. McKenzie

By D. F. McKenzie

Its

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF ______________________)
) SS
COUNTY OF ______________________)

On this ______________ day of ______________________, 19______, before me personally appeared ____, to me known to be the ______________________ and ______________________ of ____, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that ______________ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

____
(Notary Public, Residing at ______________________

(SEAL)

(Commission Expires ______________________)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)

On this 21st day of January, 19 53, before me personally appeared D. F. McKenzie, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes, considerations and uses therein set forth as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

Ruth Ramacciotti
(Notary Public, Residing at Portland, Ore.

(SEAL)

(Commission Expires My Comm[illegible] 195[illegible])

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Allen Sackett

hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,

hereinafter referred to as SURETY, executed a bond dated September 10, 1949, in favor of

hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Ore. State Highway Contract #3353 Salisbury Junction, Parker Creek Section, Baker County, Oregon

, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Rush Construction Co.

of One thousand eight hundred seventy eight and 64/100- - in consideration of the sum of Dollars ($ 1878.64) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 31st day of December, 1952.

(CORPORATE SEAL)

Rush Const. Co

By R E Rush

Its Sole owner

CA 417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF ____________)
) ss
COUNTY OF ____________)

On this ____________ day of ____________, 19____, before me personally appeared ____________, to me known to be the ____________ and ____________ of ____________, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that ____________ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

____
(Notary Public, Residing at ____________

(SEAL)
(Commission Expires ____________)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) ss
COUNTY OF Multnomah)

On this 31st day of December, 19 52, before me personally appeared R. E. Rush ____________, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes, considerations and uses therein set forth as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

Ruth Lamecciotti
(Notary Public, Residing at Portland, Oregon

(SEAL)
(Commission Expires MY COMMISSION EXPIRES MAY 28, 1956)

RECEIVED
JAN 13 1953
FOR FILING

5-99(1)

Mrs Lewis

January 5, 1953

Rush Construction Company
c/o General Insurance Company
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of December 31 in which you state that you have received full payment and satisfaction of your claim against Allen E. Sackett for work performed on State Highway Contract No. 3353.

This apparently is the claim which you filed with this office on December 7th, 1951, in the sum of $1,969.32.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA
HOME OFFICES - SEATTLE 5, WASHINGTON

AMERICA GENERAL COMPANIES
H. K. DENT
PRESIDENT
PORTLAND SERVICE OFFICE
209 S.W. FOURTH AVENUE
TELEPHONE: ATwater 3123
PORTLAND, OREGON

December 31,1952

Oregon State Highway Commision
Salem, Oregon

Att: H.B. Glaisyer, Secretary

Gentlemen:

This is to certify that I have this date received full payment and satisfaction of my claim against Allen E. Sackett for work performed on Oregon State Highway Contract #3353 in Baker County, Oregon, And I also have this date assigned all my rights to General Casualty Co. of America.

Rush Construction Co.
by: R E Rush

REFERRED TO
BY SECRETARY
[illegible]

12-31-52

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FOR FILING

S-99W

3353

Lewis R

January 5, 1953

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter dated December 31 from Rush Construction Company in which the following information is written:

> This is to certify that I have this date received full payment and satisfaction of my claim against Allen E. Sackett for work performed on Oregon State Highway Contract #3353 in Baker County, Oregon, And I also have this date assigned all my rights to General Casualty Co. of America.

This apparently is in satisfaction of the claim in the amount of $1,969.32 concerning which we notified your office on December 11, 1951.

We provide this information as the General Casualty Company of America appears as surety on the performance bond furnished with State Highway Contract No. 3353 which is for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - General Casualty Company of America
Seattle 5, Washington

Mr. Allen E. Sackett

Rush Construction Company

RECEIVED
DEC 29 1952
FOR FILING

S-92(1)

Mrs Lewis R

December 22, 1952

General Casualty Company of America
20 S. W. Fourth Avenue
Portland 4, Oregon

Gentlemen:

We have today received from the Secretary of State a copy of a letter written by the Shell Oil Company concerning their claim against Allen E. Sackett and Mr. D. F. McKenzie. They advise that this claim, in the amount of $6,929.94, has been paid. The claim was incurred for petroleum products delivered to Mr. D. F. McKenzie, who, apparently, acted as a sub-contractor for Mr. Allen E. Sackett on State Highway Contract No. 3353 for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

We provide this information as your Company appears as surety on the performance bond furnished with Contract 3353.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

D. F. McKenzie Company
1465 Mission Street
Salem, Oregon

ENTERED ON CARD

12-22-52, gl

RECEIVED
DEC 29 1952
FOR FILING

Mrs Lewis

S-97(1)

December 22, 1952

Shell Oil Company
1220 S. W. Morrison Street
Portland 5, Oregon

Attention: Mr. R. H. Forbes

Gentlemen:

We have today received from the Secretary of State a copy of a letter written by your Company stating that your claim in the sum of $6,929.94 against Allen E. Sackett and D. F. McKenzie has been paid and your claim released.

This is in connection with State Highway Contract No. 3353 awarded to Allen E. Sackett and on which Mr. McKenzie apparently performed sub-contracting work.

We will advise the contractor and the surety that your claim has been released.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

12-23-53, S.L.

COPY

SHELL OIL COMPANY

1220 S. W. Morrison Street
Portland 5, Oregon

Telephone Atwater 7321

December 18, 1952

Secretary of State
Salem, Oregon

Dear Sir:

On June 9, 1952 we filed a claim in the sum of Six Thousand Nine Hundred Twenty-Nine and 94/100 Dollars ($6929.94) against the bond taken from Allen E. Sackett, as principal, and General Casualty Company of America, as surety, for the work of grading and surfacing of road No. 410, Sumpter Valley Secondary Highway - Salisbury Junction - Poker Creek Section, in Baker County, Oregon State Highway Project No. 3353. Our claim was for petroleum products delivered to Mr. D. F. McKenzie, subcontractor for Allen E. Sackett in the construction of the above described job.

We are now pleased to inform you that payment of this amount has been received from Mr. McKenzie, so we hereby release the claim.

Yours very truly,

SHELL OIL COMPANY

R. H. FORBES

R. H. Forbes
Division Credit Manager

RHF:MW

RECEIVED

12-18-5

EARL T. NEWBRY

~~ROBERT S. FARRELL, JR.~~
Secretary of State
SALEM, OREGON

Dec. 19, 1952

Shell Oil Company
1210 SW Morrison St.
Portland 5, Oregon

Attention: [illegible] Forbes

Gentlemen:

COPY

Acknowledgment is made of your letter of December 18th, advising that the claim in the sum of $6929.92 against the bond taken from Allen E. Sackett, Principal, and General Casualty Company of America, Surety, for work of surfacing of road No. 410, Sumpter Valley Secondary Highway - Whitney Junction - Poker Creek Section, Baker County, Oregon State Highway Project No. 3353, and payment has been received from Mr. McKenzie, and you therefore release the claim.

With have filed this information with the claim and a copy of your letter is being referred to the Highway Department for their information and files.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

By S/ [illegible]

Clerk
Records Division

TF:M
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cc: Highway Commission

12-19-52

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3353

Mrs Lewis B

December 11, 1952

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by A. J. McCallister against Allen E. Sackett in the sum of $2,325.07. This is a revised claim and is for equipment and labor furnished to Mr. Sackett for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County bearing our Contract No. 3353. The original claim was filed in the sum of $1,740.00.

We provide this information as the General Casualty Company of America appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

[illegible]
12 11 52

NOTICE

To Earl T. Newbry
Secretary of State,
Salem, Oregon.

Notice is hereby given that the undersigned J. J. McCallister, has a claim for furnished equipment to Allen E. Sackett consisting of power shovel and four (4) dump trucks, including the labor in operating same, in the sum of $2325.07, against a bond taken from Allen Sackett, for the work of shovel and dump trucks, together with the labor used in operating same; on State Highway Contract No. 3353 for grading and surfacing of the Salisbury Junction-Poker Creek Section of Sumpter Valley Secondary Highway in Baker County, Oregon. This contract, I understand, was completed July 16, 1951, and accepted by the Highway Commission on September 22, 1952.

NOTICE

To Earl T. Newbry
Secretary of State,
Salem, Oregon.

Notice is hereby given that the undersigned J. J. McCallister, has a claim for furnished equipment to Allen E. Sackett consisting of power shovel and four (4) dump trucks, including the labor in operating same, in the sum of $2325.07, against a bond taken from Allen Sackett, for the work of shovel and dump trucks, together with the labor used in operating same; on State Highway Contract No. 3353 for grading and surfacing of the Salisbury Junction-Poker Creek Section of Sumpter Valley Secondary Highway in Baker County, Oregon. This contract, I understand, was completed July 16, 1951, and accepted by the Highway Commission on September 22, 1952.

Dated at Milton-Freewater, Oregon, this 8th day of December, 1952.

A. J. McCALLISTER
A. J. McCallister

ENDORSED
File No. 3370
Filed December 10, 1952
EARL T. NEWBRY, Secretary of State

RECEIVED
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FOR FILING

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3353

Mr Lewis R

December 11, 1952

Mr. A. J. McCallister
211 Southwest Third Avenue
Milton-Freewater, Oregon

Dear Mr. McCallister:

We have your letter of December 9 in which you call to our attention a change inthe amount of your claim against Allen E. Sackett on our Contract No. 3353 and advising that the correct amount should be $2,325.07. This change will be noted in our records and we will advise the contractor and the surety concerning it.

We have today received from the Secretary of State a copy of your revised claim showing the amount of $2,325.07.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible]

December 9, 1952

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

Attention: H. B Glaisyer; secretary.

In checking over your letter, to me, of October 23, 1952, I find that I had made an error in my calculations, when I said the amount of the claim was $1740. against Allen E. Sackett, on State Highway contract No. 3353. In rechecking the account, I find that the correct amount is $2325.07, and I have accordingly make out a notice and sent to Earl T. Newbry, Secretary of State, the notice to be filed with him, in connection with this matter, a copy of which is enclosed for your information.

This notice would have been filed soon after receiving your favor of October 23rd., but a long spell of sickness prevented me from giving the matter a prompt proper attention.

I appreciate very much your cooperation in this matter and the information which you given me. If you know of any further information that I should send in, please let me know.

Very truly yours,

A. J. McCallister

A. J. McCallister,
211 Southwest 3rd. Ave.
Milton-Freewater, Oregon.

GHB/jh
Enc.

NOTICE

To Earl T. Newbry
Secretary of State,
Salem, Oregon.

Notice is hereby given that the undersigned J. J. McCallister, has a claim for furnished equipment to Allen E. Sackett consisting of power shovel and four (4) dump trucks, including the labor in operating same,2 in the sum of $2325.07, against a bond taken from Allen Sackett, for the work of shovel and dump trucks, together with the labor used in operating same; on State Highway Contract No. 3353 for grading and surfacing of the Salisbury Junction-Poker Creek Section of Sumpter Valley Secondary Highway in Baker County, Oregon. This contract, I understand, was completed July 16, 1951, and accepted by the Highway Commission on September 22, 1952.

Dated at Milton-Freewater, Oregon, this 8th day of December, 1952.

A. J. McCallister
A. J. McCallister

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3353

Mr Lewis R.

December 11, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of your letter of December 10 to which was attached three copies of a claim filed with your office by A. J. McCallister against Allen E. Sackett on Contract No. 3353 in the sum of $2,325.07. The claim bears your file No. 3370.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

[illegible]
12-11-52

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Dec. 10, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by A. J. McCallister for labor performed in the sum of $2325.07, against the bond taken from Allen Sackett, Principal, for the work on the Salisbury Junction-Poker Creek Section of Sumpter Valley Secondary Highway in Baker County, Oregon, State Highway Contract No. 3353, our file No. 3370.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

By

Clerk
Records Division

NF:M
Enc.

[illegible]

12-11-52 [illegible]

RECEIVED
DEC 1 1952
FOR FILING
S-97(1)

R

November 26, 1952

AIR MAIL

Rush Construction Company
220 Tunnel Road
Orinda, California

Attention: Mr. Dick Rush

Dear Mr. Rush:

In our telephone conservation today you mentioned you have a claim against Allen E. Sackett in connection with his contract 3353 for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway, Baker County, and you inquired as to the procedure to be followed in order to protect yourself.

In connection with this job Mr. Sackett furnished a contract bond for ~~collection~~ Protection of claims and to guarantee satisfactory completion of the job. This bond was written by General Casualty Company of America, 209 S. W. 4th Avenue, Portland 4, Oregon.

The records disclose the job was completed on July 16, 1951, and was formally accepted by the State Highway Commission on September 22, 1952. Final payment has not as yet been made to Mr. Sackett due to the outstanding claims against the work.

The law provides a procedure to be followed in filing claims against public contracts. In the case of highway contracts formal notice of the claim should be filed with the Secretary of State prior to the expiration of a period of six months from the date the job was formally accepted by the Highway Commission if a highway contract is involved. I enclose a copy of the law covering such matters, and you will note therein a form that should be substantially followed in filing your claim with the Secretary of State. Unless you do file your claim with the Secretary of State within the period mentioned, the bond is automatically relieved of the obligation, and your recourse then is limited to attachment against Mr. Sackett personally.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Encl.

Dick Rush

Sackett

Poker Creek job
blade rent, labor
$4000
2000 on this job

send claim law

335-3

220 Tunnel Road
Orinda, Calif.

RECEIVED
FOR FILING
[illegible]-170

3353

REFERRED TO [illegible] - Mr Lewis
BY SECRETARY

November 7, 1952

record claim on card.

Mr. Henry M. Kaye
Attorney at Law
Milton, Oregon

Dear Mr. Kaye:

Reply is made to your letter of November 4, 1952 with further reference to the claim of George Bear against Allen E. Sackett, Highway Contractor, which claim you advise has been reduced to a judgment. You inquire as to the procedure you should follow in submitting Mr. Bear's claim.

Not being fully cognizant of the legal features, I consulted with the Highway Commission's legal counsel and have been advised by Mr. Fred A. Miller, Assistant Chief Counsel, that due to the numerous claims that have been filed against this contract, the Highway Commission is precluded from paying any claim direct but must be guided by instructions it receives from the courts.

Perhaps you have already filed a claim with the surety on the bond furnished by Mr. Sackett in connection with this job, if not, it might be well to do so. It may be that you can secure satisfaction by so doing. This bond was written by the General Casualty Company of America whose Oregon address is 209 S. W. 4th Avenue, Portland 4, Oregon.

The statutes provide a procedure to be followed in the filing of claims against public contracts. No doubt you are familiar with the law, nevertheless, I enclose excerpts for your ready reference -- to further protect Mr. Bear's claim I suggest the filing of a notice of this claim with the Secretary of State as prescribed therein.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Encl.

11-7-52

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3352

R

HENRY M. KAYE
ATTORNEY AT LAW
MILTON, OREGON
TELEPHONE 89

November 4, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

I have your letter of October 28th relative to the claim of my Client, George Bear, against Allen E. Sackett, highway contractor.

This claim arises for labor performed by Bear for Sackett on state highway contract No. ~~[illegible]~~33.
33

In your letter you advise that there is still owing Mr. Sackett some $2,000.00 and that payment will not be made until authorized by the Surety Company on the Sackett bond.

Would you be so kind as to advise me the procedure that I might follow in submitting the claim of Mr. Bear against Sackett? My Client's claim has been reduced to a judgment.

Your prompt reply will be appreciated.

Yours truly,

Henry M Kaye
Henry M. Kaye

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
11-4-52

RECEIVED
OCT 30 1952
FOR FILING

3353

Indexed
Alphabetically

Bear, Geo.

October 28, 1952

Mr. Henry M. Kaye
Attorney at Law
Milton, Oregon

Dear Mr. Kaye:

Reply is made to your letter of October 27, 1952 relative to the claim of your client, Mr. George Bear, against Allen E. Sackett, highway contractor. I believe that the project you have in mind is State Highway Contract No. 3353 which was awarded to Mr. Sackett on June 7, 1950, and which provides for the grading and surfacing of the Salisbury Junction-Poker Creek Section of the Sumpter Valley State Secondary Highway in Baker County. If such is the case, I can say that the State Highway Commission has not yet made final settlement with Mr. Sackett for this work. A voucher covering the final payment is now in the hands of the contractor to sign.

A review of the files in connection with this job reveals a number of outstanding claims against Mr. Sackett. In conformity with long-standing policy and practice of the Highway Commission, it cannot release Mr. Sackett's final payment until these claims are settled; moreover, the Highway Commission has been requested by the surety on the bond that he furnished in connection with this job to withhold final settlement with Mr. Sackett until the payment is authorised by the company, and we have not as yet received advice from the surety to release the funds. According to our records, the final voucher is for the sum of $2,331.58.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc General Casualty Company of America
Edna M. Stewart
Board of Trade Building
Portland 4, Oregon

HENRY M. KAYE
ATTORNEY AT LAW
MILTON, OREGON
TELEPHONE 89

October 27, 1952

Mr. H. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I am writing you relative to the judgment which has been rendered in the Circuit Court of the State of Oregon for Hood River County on behalf of George Bear, Plaintiff, and against Allen E. Sackett, Defendant. This judgment arises out of a claim for wages performed by the Plaintiff on a road construction job near Baker, Oregon, on a project known as the Sumpter Junction Road.

Information has been given to us that money is being withheld by the Highway Commission in settlement with Mr. Sackett for such claims. Would you please advise if this is correct; and if so, I can send you a certified copy of the judgment if necessary.

Yours truly,

Henry M Kaye
Henry M. Kaye

H
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3313

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NOV 3 1952
FOR FILING

[illegible] Lewis

October 23, 1952

Mr. A. J. McCallister
211 S. W. Third Avenue
Milton-Freewater, Oregon

Dear Mr. McCallister:

We have your letter of October 13 in which you state that your claim in the amount of $1,740 against Allen E. Sackett on State Highway Contract No. 3353 for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County has not yet been paid. This contract was completed July 16, 1951, and accepted by the Highway Commission on September 22, 1952.

Our records do not show that you have filed your claim with the Secretary of State. If you wish to protect your claim under the law for a period longer than six months following completion of the job and acceptance by the Commission, we again suggest that you file your claim with the Secretary of State. The form of filing is not difficult, but for your convenience and information we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

We will advise the surety and the contractor that your claim is still unpaid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10/22
Attach.

NOTED ON CARD

10-23-52

211 S. W. 3rd Ave.
Milton-Freewater, Ore.
October 13, 1952

Oregon State Highway Department
Salem, Oregon
Att. H. B. Glaisyer

REFERRED TO Mrs [illegible]
BY SECRETARY

Dear Sir:

Reference to your letter of October 10. 1952, regarding your claim against Allen C. Sackett on State Highway Contract No 3353, Covering the Salisbury Junction-Baker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

The claim has not been satisfied and is for equipment of ours hired by Mr. Sackett for use in constructing the Sumpter-Unity Highway and is the amount of $1740.

This amount includes the principal, interest and expenses incurred waiting for payment and attempting to collect the money due

10-13-52

Yours Truly
A. J. McCallister

RECEIVED
NOV 3 1952
FOR FILING

3353

Mrs Lewis

October 23, 1952

General Casualty Company of America
Edna M. Stewart, Agent
Board of Trade Building
Portland 4, Oregon

Dear Madam:

We have received a letter dated October 13 from A. J. McCallister, 211 S. W. Third Avenue, Milton-Freewater, in which he states that his claim in the sum of $1,740.00 against Allen E. Sackett on State Highway Contract No. 3353 for the Salisbury-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County is still unpaid. Mr. McCallister wrote previously concerning this claim on March 11, 1952; and on March 12, your Company was advised. At that time he did not state the amount of his claim.

This information is furnished as the General Casualty Company of America appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10/22

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

NOTED ON CARD

10-23-52, gc

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AUSTIN DUNN
WILLIAM L. JACKSON
FOR FILING

S97 (1)

DUNN & JACKSON
ATTORNEYS AT LAW
BAKER STATE BANK BUILDING
BAKER, OREGON
TELEPHONE 666

October 16, 1952

[illegible]

Oregon State Highway Department
Salem, Oregon

ATTENTION: H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

This will acknowledge receipt of your letter of October 10, 1952, in re: claim of Willard Boydstun against Allen E. Sackett.

The claim has not been satisfied and Mr. Boydstun is willing to settle the matter for $120.00.

Very truly yours,

DUNN & JACKSON

Austin Dunn

AD:dlh

RECEIVED

HAROLD CALHOON

HENRY DEMOTTS

STATE LINE LUMBER CO.
BUILDING MATERIAL
FREEWATER, OREGON
PHONE 39K1 WALLA WALLA
PHONE 65F3 FREEWATER

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FOR FILING
S-776
3353

14 October 1952

Oregon State Highway Commission
State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

With reference to your letter of October 10, it is advised that Allen E. Sackett has not paid the **balance** due us on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County, State Highway Contract No. 3353.

The amount of this balance is $150.00, which is due us for the hire of our dump truck and driver.

Very truly yours,

State Line Lumber Co.

Henry DeMotts

Henry DeMotts, Partner

RECEIVED

REFERRED TO
BY SECRETARY

NOTED ON CARD

10-14-52

RECEIVED
FOR FILING

[illegible]

Baldock

211 S. W. 3rd Ave.
Milton-Freewater, Ore.
October 13, 1952

Oregon State Highway Department
Salem, Oregon

Att. H. B. Glaisyer

Dear Sir:

Reference to your letter of October 10, 1952, regarding any claim against Allen E. Sackett on State Highway Contract No. 3353 covering the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

The claim has not been satisfied and is for equipment of ours hired by Mr. Sackett for use in constructing the Sumpter-Unity Highway and is the amount of $1740.

This amount includes the principal, interest and expenses incurred waiting for payment and attempting to collect the money due.

Yours truly

/s/ A. J. McCallister

NOTED
State Highway Engineer

RECEIVED
OCT 23 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 1[illegible] 1952
FOR FILING

3353

October 10, 1952

State Line Lumber Co.
Freewater
Oregon

Attention: Mr. Henry DeMotts

Gentlemen:

We have on record in this office a claim filed by you against Allen E. Sackett in connection with State Highway Contract No. 3353, covering the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

In your letter of October 9, 1951 you state that Mr. Sackett still owes you for the hire of one of your dump trucks and a driver but no amount was specified.

Please advise this office immediately whether or not your claim has been satisfied so that final settlement may be made with the contractor without delay.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
OCT 1[illegible] 1952
FOR FILING

October 10, 1952

McCallister Excavating Co.
211 Third Avenue S. W.
Milton-Freewater, Oregon

Attention: Mr. E. C. McCallister

Gentlemen:

Reference is made to your letter of March 11, 1952 concerning a claim you have against Allen E. Sackett on State Highway Contract No. 3353, covering the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

You stated this claim is for equipment hired from you by Mr. Sackett for use in constructing the Sumpter-Unity Highway but you did not specify any certain amount.

Please notify us at once as to whether or not your claim has been satisfied so that final settlement may be made with the contractor without delay.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
OCT 10 1952
FOR FILING

October 10, 1952

Dunn & Jackson
Attorneys at Law
Baker State Bank Bldg.
Baker, Oregon

Attention: Mr. Austin Dunn

Gentlemen:

Our records disclose a claim filed by you on May 5, 1951 against Allen E. Sackett in connection with State Highway Contract No. 3353, covering the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

This claim is for rental of machinery to Mr. Sackett for use on the Sumpter Highway but no certain amount was specified.

Please advise this office immediately as to whether or not your claim has been satisfied so that final settlement may be made with the contractor without delay.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
OC[illegible] 1952
FOR FILING

October 9, 1952

General Casualty Company of America
Edna M. Stewart, Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3353 for work performed on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County was completed by the contractor, Allen E. Sackett, on July 16, 1951 and was formally accepted by the Highway Commission on September 22, 1952.

Final payment in the amount of $2,331.58 will be released to the contractor on or after October 20, 1952, providing outstanding claims have been satisfied and this office advised. The total contract amount is $78,028.19, and no force account work was performed on the project.

There are five claims filed against this contract, of which you have been previously notified, as follows:

Claim for machinery rental by Dunn & Jackson, Attorneys
Claim for dump truck hire and driver by State Line Lumber Co.
Claim for equip. rental & misc. services by Rush Construction
Co. in amt. of $1,969.32.
Claim for equipment hire by McCallister Excavating Co. #1740
Claim for petroleum products by Shell Oil Co. amt. to $6,929.94

We would appreciate your furnishing this office with evidence of the satisfaction of the above claims so that final settlement with the contractor may be made without delay.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD

RECEIVED
OCT 9 - 1952
FOR FILING

5-19-11

October 8, 1952

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on September 22, 1952, had under discussion your request for an extension of time of 16 days, from June 30 to July 16, 1951, within which to complete your contract No. 3353 for grading and surfacing on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

Kevin Laughlin,
Resident Engineer

W. O. Smith,
Construction Engineer

RECEIVED
SEP 15 1952
FOR FILING

9-17-52

3253

September 15, 1952

Request for extension of time
No. 24
September 22 and 23 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Allen E. Sackett for an extension of time on Contract No. 3253, Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway, from June 30, 1951 to July 16, 1951.

All work on this project, with the exception of the oiling, was completed prior to June 30. The oiling was subcontracted to one of our larger oiling contractors, and his schedule was arranged to take care of several other more important state projects than this prior to operating on this project. While the road was not oiled, it did not inconvenience the traveling public, and only $300 engineering expense occurred during the 16-day period of the overrun.

Mr. C. G. Polk of the Bureau of Public Roads refuses to concur in this extension without engineering penalty. This means that the Bureau of Public Roads will not pay 60 per cent of the $300 engineering expense. However, the Highway Department obtained sufficient benefits from the adjustment of the oiling contractors schedule to more than off-set the additional engineering expense which occurred during the overrun period.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

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OC [illegible] 952
FOR FILING

S-17(1)

Files

query
until you [illegible] follow up
on the time extension

9/17 Please say extension will
go to Com. meeting 9/22

Extensions made 9/22

August 22, 1952

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Attention: Mr. A. L. Tebault

Gentlemen:

As you requested in our phone conversation of yesterday we have checked into the status of the final payment on Contract No. 3353 awarded to Allen E. Sackett for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Highway in Baker County.

The contract was completed July 16, 1951, but to date has not been accepted by the Commission. We find that a second extension of time from June 30 to July 16 has not yet been approved by the Bureau of Public Roads, and consequently the contract has not been accepted by the Highway Commission. It is anticipated that this situation may be straightened out so that the contract can be presented to the Commission for acceptance at the meeting September 22 and 23.

As you know, a number of claims were filed against this contract, but according to our records there are only three remaining unsatisfied -- one by the Rush Construction Company for $1,969.32; one by McCallister Excavating Company for equipment hire, an unstated amount; and the thrid by the Shell Oil Company in the amount of $6,929.94 for petroleum products delivered to D. F. McKenzie who apparently worked as a sub-contractor on this job.

The retained percentage on this job being withheld pending acceptance is $2,341.13 and may be a smaller amount if a penalty is assessed with the extension of time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
JUN 13 1952
FOR FILING

mrs Lewis

June 12, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of June 11 to which was attached three copies of a claim filed with your office by the Shell Oil Company against Allen E. Sackett. This claim is for $6,929.94 for petroleum products delivered to D. F. McKenzie, subcontractor to Mr. Sackett on State Highway Contract No. 3353, your file No. 3341.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
6-13-52, g

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 11, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Shell Oil Company, for petroleum products in the sum of $6929.94, against the bond taken from Allen E. Sackett, Principal, and General Casualty Co. of America, Surety for the work of grading and surfacing of road #410 - Sumpter Valley Secondary Highway - Salisbury Junction - Poker Creek Section in Baker County, Highway No. 3353, our file No. 3341.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

By

Clerk
Filing Dept.

NF:M
Enc.

RECEIVED
JUN 12 1952
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
6-12-52 gl

Mrs Lewis

RECEIVED
JUN 13 1952
FOR FILING

June 12, 1952

Edna M. Stewart, Agent
General Casualty Company of America
Board of Trade Building
Portland 4, Oregon

Dear Madam:

We have today received from the Secretary of State a copy of a claim filed with that office by the Shell Oil Company in the sum of $6,929.94. This claim is for petroleum products delivered to Mr. D. F. McKenzie, a subcontractor to Allen E. Sackett on State Highway Contract No. 3353 for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

This information is furnished inasmuch as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attn: Surety Department

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

Mr. D. F. McKenzie
1465 Mission Street
Salem, Oregon

NOTED ON CARD
6-12-52

SHELL OIL COMPANY
1220 S. W. Morrison Street
Portland 5, Oregon

Telephone Atwater 7321

June 9, 1952

Secretary of State
Salem, Oregon

Dear Sir:

NOTICE IS HEREBY GIVEN that the undersigned, Shell Oil Company, has a claim in the sum of Six Thousand Nine Hundred Twenty Nine and 94/100 ($6929.94) Dollars against the bond taken from Allen E. Sackett, as principal, and General Casualty Co. of Amerida, as surety, for the work of grading & surfacing of road #410 - Sumpter Valley Secondary Highway - Salisbury Junction - Poker Creek Section in Baker County, Oregon State Highway Project #3353.

Said Claim is for petroleum products delivered to D. F. McKenzie, sub-contractor for Allen E. Sackett, in the construction of said above described job.

In the event said Claim is not settled and paid without an action in the courts to enforce the same, in addition to above item undersigned claims the sum of Seven Hundred Fifty ($750.00) Dollars as attorney's fees and costs.

Dated this 9th day of June, 1952.

SHELL OIL COMPANY

By R. H. FORBES

State of Oregon) ss
County of Multnomah)

R. H. Forbes, being sworn upon oath, deposes and says: that the above statement and claim is just, true and correct; that the labor or material therein charged was actually rendered or furnished as therein stated and that no part of the same has been paid, and the labor or material therein charged was for the benefit of said principal and sureties and the State of Oregon.

Subscribed and sworn to before me
this 9th day of June, 1952.

R. H. FORBES

S. A. JOHNSON
Notary Public for Oregon
My commission expires Sept. 20, 1954

Endorsed
File No. 3341
Filed June 11, 1952
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 13 1952
FOR FILING

Mrs Lewis

March 12, 1952

Mr. E. C. McCallister
211 Third Avenue S. W.
Milton-Freewater, Oregon

Dear Mr. McCallister:

We have your letter of March 11 concerning a claim you have against Allen E. Sackett who was awarded State Highway Contract No. 3353 for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County. This contract was completed July 16, 1951, but has not yet been accepted by the Commission.

The General Casualty Company of America through their agent, Edna M. Stewart, Board of Trade Building, Portland 4, provided the performance bond with this contract which assures satisfactory completion of the job and payment of all bills incurred in connection with it. If you have not already contacted the surety we suggest that you do so as you may thereby be able to arrange a settlement; however, if you feel it necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing we have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

[illegible] ON CARD
3-13-52

Milton-Freewater, Ore.
March 11, 1952

Oregon State Dept. of Highways
Salem, Ore.

TO [illegible]
BY SECRETARY
[illegible] Dist. [illegible]

Gentlemen:

We understand there is a definite period after the acceptance of a project, in which one must file a lien with the state against a contractor and bonding company because of past indebtedness on that project.

Our equipment was hired by Allen E. Sackett, contractor, of Hood River, Oregon on the construction of the Sumter-Unity Highway in Baker County, Ore. This was during the period of August 1950 until Nov. 4, 1950. We have not received full payment for that work.

Would you please place this letter on file as a claim assurance, and send us any further information regarding the acceptance date of this project. When and where do we file a lien? Thank you.

McCallister Excavating Co.
211 - 3rd Ave. S.W.
Milton-Freewater, Ore.

E. C. McCallister

ON CARD
3-11-52

RECEIVED
MAR 13 1952
FOR FILING

Mrs Lewis

March 12, 1952

General Casualty Company of America
[illegible] [illegible]. Stewart, Agent
Board of Trade Building
Portland 4, Oregon

Gentlemen and Madam:

Mr. F. C. McCallister of the McCallister Excavating Company, [illegible] Third Avenue Southwest, Milton-Freewater, Oregon, has written us a letter stating that Allen [illegible]. Sackett owes him an unstated amount for equipment hire on State Highway Contract No. [illegible] for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County. They state that their claim was incurred during the period between August and November 4, 1950.

This information is provided as your Company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attn: Surety Department

Mr. Allen [illegible]. Sackett
P. O. Box 296
Hood River, Oregon

NOTED ON CARD
3-12-52

RECEIVED
DEC 13 1951
FOR FILING

Mo Lewis

December 11, 1951

General Casualty Company of America
Edna M. Stewart, Agent
Board of Trade Building
Portland 4, Oregon

Gentlemen and Madam:

We have received a letter dated December 7 from Rush Construction Company, Post Office Box 34, Amboy, Washington, in which they present a claim against Allen E. Sackett on Contract No. 3353 for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County. This claim is for equipment rental, subgrade preparation, culvert pipe cleaning and other miscellaneous labor in the sum of $1,969.32.

This information is provided to your Company inasmuch as it appears as the surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

NOTED ON CARD

Mrs Lewis

RECEIVED
DEC 13 1951
FOR FILING

December 11, 1951

Rush Construction Company
P. O. Box 34
Amboy, Washington

Attention: Mr. R. E. Rush

Gentlemen:

We have your letter of December7 in which you present a claim against Allen E. Sackett on State Highway Contract No. 3353 in the sum of $1,969.32 for equipment rental and other miscellaneous services. This contract was completed on July 16, 1951, but to date has not been accepted. General Casualty Company of America through Edna M. Stewart, Board of Trade Building, Portland 4, furnished the performance bond for this contract. It is suggested that you bring your claim to the attention of the surety.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is then suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing there is attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime your claim will be noted in our records and we also will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD

RUSH CONSTRUCTION COMPANY

December 7, 1951

P. O. Box 34
Amboy, Washington

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, R. E. Rush doing business as Rush Construction Company has a claim for Equipment rental, Rock Slope Protection Item No. 7, Subgrade preperation, cleaning culvert pipes, headers, ditches and misc. hand labor, in the sum of $1,969.32 (One Thousand nine hundred and sixty-nine dollars and thirty-two cents) against the bond taken from Allan E. Sackett and the General Casualty Company of America for the work of **constructing** the Salisbury-Poker Creek section of the Sumpter Valley Highway in Baker County under Contract No. 3353

RUSH CONSTRUCTION COMPANY

By R E Rush
R. E. Rush, Owner

RECEIVED
DEC 10 1951
OREGON
STATE HIGHWAY COMMISSION

[illegible] ON CARD

RECEIVED
FOR FILING

December 7, 1951

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Attention Mr. A. L. Tebault

Gentlemen:

Following out phone conversation of this afternoon, I find that the final payment on Contract No. 3353 to Allen E. Sackett will be in the approximate amount of $2,350. The voucher has not been prepared for this final payment as a necessary time extension has not been completed. The voucher cannot be sent out or determined until it is known whether a penalty will be assessed for overrunning the time limit.

There is a good possibility that the request for extension of time and also acceptance of the contract may be acted upon by the Commission at their meeting December 20 and 21.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

cc General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Attention Surety Department

Return to this card

al ~~Tebault~~ Portland
Allen sackett
nuyta valley job

3353

re final
reassignment.

Semi 7- 13859.

Sacketts warrant receipted for and taken by Stan A. Maves rep. of Gen Cas Bonding Co
8-28-51

Warrant # 22166 - dated 8-21

$21,892.21

needs time ext. — Final figured - voucher not made out till know about penalty

$2341.13 withholding

RECEIVED
NOV [illegible]
FOR FILING

[illegible]

3353

Mrs Lewis

November 23, 1951

Edna M. Stewart, Agent
General Casualty Company of America
Board of Trade Building
Portland 4, Oregon

Dear Madam:

We have today received a letter from Armco Drainage and Metal Products, Inc., in which they write as follows:

> "With the payment of $2,065.11 by check No. 738868, Allen Sackett paid in full for material furnished to him by us for use on Contract No. 3353, Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County."

This information is passed on inasmuch as your Company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attention: Surety Dept.

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

POSTED ON CARD
11-2[illegible]-51

RECEIVED
FOR FILING

Mr Lewis

November 23, 1951

Armco Drainage and Metal Products, Inc.
2321 S. E. Gladstone Street
Portland 2, Oregon

Attention: Mr. Duran B. Souls

Gentlemen:

We thank you for your letter of November 21 in which you state that Allen Sackett has paid your Company in full for material furnished him on State Highway Contract No. 3353.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
11-23-51 gl

ARMCO DRAINAGE & METAL PRODUCTS, INC.
NORTH PACIFIC DIVISION
2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

November 21, 1951

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Department,
Salem, Oregon

Gentlemen:

With the payment of $2,065.11 by check No. 738868, Allen Sackett paid in full for material furnished to him by us for use on Contract No. 3353, Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Duran B. Souls

Credit & Collection Supervisor,
North Pacific Division

Duran B. Souls:mld

[illegible]

11-23-51

RECEIVED
FOR FILING

November 20, 1951

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

Dear Sir:

This acknowledges your letter of November 1, received today, in which you authorize the State Highway Commission to forward to your surety, the General Casualty Company of America, proceeds from the final payment due you in connection with State Highway Contract No. 3353, for grading and surfacing on the Salisbury Junction-Pole Creek Section of the Sumpter Valley Secondary Highway in Baker County.

We are pleased to comply with your request. Instructions will be given to our Accounting Department today to mail the final warrant to the General Casualty Company of America, attention Mr. A. L. Tetrault, 209 S. W. Fourth Avenue, Portland, Oregon, as directed in your letter.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: Edna M. Stewart

General Casualty Co. of America

Accounting Department

ON CARD

Hood River, Oregon
Nov. 1, 1951

Oregon State Highway Commission
Attn: Mr. H. B. Glaisyer, Secy.
Salem, Oregon

Gentlemen:

Re: Oregon State Highway Contract No.3353
Allen E. Sackett

In regard to the above captioned contract, please take note that this will be your authority to forward proceeds of the final payment about to be issued under this contract, to my surety General Casualty Company of America in the same manner as the semi-final payment was made.

Please, therefore, forward the final payment to General Casualty Company of America, Attention Mr. A. L. Tebault, 209 S. W. Fourth Avenue, Portland, Oregon.

Yours truly,

Allen E. Sackett
Allen E. Sackett

RECEIVED
NOV 20 1951
OREGON
STATE HIGHWAY COMMISSION

CONTRACT NO. 3353, ALLEN E. SACKETT, CLAIMS OUTSTANDING

1-11-51	Armco Drainage & Metal Products, Inc.	Materials	$4,065.11
8-13-51	" " " " " "	Paid on account	2,000.00
5-5-51	Dunn & Jackson, Attys.	Machinery rental	No.amt.specified
10-9-51	State Line Lumber Co.	Truck rental & driver	No.amt.specified

CONTRACT NO. 3353, ALLEN E. SACKETT, CLAIMS OUTSTANDING

1-11-51	Armco Drainage & Metal Products, Inc.	Materials	$4,065.11
8-13-51	" " " " " "	Paid on account	2,000.00
5-5-51	Dunn & Jackson, Attys.	Machinery rental	No.amt.specified
10-9-51	State Line Lumber Co.	Truck rental & driver	No.amt.specified

RECEIVED
NOV 20 1951
FOR FILING

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[illegible]

November 20, 1951

Armco Drainage & Metal Products, Inc.
2321 S. E. Gladstone St.
Portland 2, Oregon

Attention: Duran B. Souls
Credit & Collection Supervisor

Gentlemen:

We were advised on October 8 by the surety on the bond furnished by Allen E. Sackett in connection with contract No. 3353, covering the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County, that your claim for materials furnished on the job had been paid in full.

Will you please verify this statement in writing for our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

[illegible]
11-20-51, gl

ECEIVED
1951
FOR FILING

November 7, 1951

The First National Bank of Portland
Hood River Branch
Hood River, Oregon

Attention: R. V. Flint, Assistant Cashier

Gentlemen:

Please accept our apologies in not replying earlier to your letter of August 21 concerning an assignment by Allen E. Sackett to your Bank on the semi-final estimate for Contract No. 3353.

Shortly after receipt of your letter I contacted Mr. Al Tebault of the General Casualty Company who I thought indicated that the Company would give its consent in writing. The consent, however, was not received in this office, and as you may know we do not honor assignments of this sort unless we have the consent of the Surety. Subsequently we were advised by the surety that the Armco Drainage and Metal Products, Inc., had been paid in full, so in all probability Mr. Sackett's problem in regard to that particular claim has been taken care of.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Mr. Glaisyer:

On August 23 we received a letter from Allen E. Sackett authorizing delivery of the semi-final warrant to the surety and on August 28 this was done.

FG

NOTED
H. B. GLAISYER

NO.1533

THE FIRST NATIONAL BANK
OF PORTLAND
Hood River Branch
Hood River, Oregon
August 21, 1951

Mr. H. B. Glazier,
Secretary of Oregon State Highway Commission,
Salem, Oregon.

SUBJECT: Allen E. Sackett - Contract No. 3353

Dear Mr. Glazier:

I am enclosing herewith Assignment in triplicate of the proceeds of Estimate #9-Semi-Final for your contract No. 3353.

It is our understanding that Mr. Sackett has in excess of $21,000.00 coming to him on this claim, however, it is being held up at the present time by a claim in the amount of $2065.11 by the Armco Drainage. In order to receive his funds, Mr. Sackett is desirable of borrowing the amount of $5000.00 and out of the loan proceeds we will remit directly to the Armco people the amount of their claim so that you will be free to remit Mr. Sackett's proceeds to him.

If it is at all possible for you to accept an assignment of these funds we would appreciate your making a notation to that effect on one of the copies which I am enclosing and return same to us.

Very truly yours,

R. V. Flint,
Assistant Cashier.

RVF:igh
Enclosure

FOR THE CONSIDERATION OF Five thousand and no/100 (5,000.00) DOLLARS to me paid, I hereby sell, assign and transfer the within claim for work performed under Contract 3353- Est. 9 for grading and oil mat surfacing on the Salisbury Jct.-Poker Creek Sec. of the Sumpter Valley Secondary Hwy. in Baker County, Oregon to Hood River Branch, First National Bank of Portland, Hood River, Oregon and authorize and empower said Hood River Branch, First National Bank of Portland, Hood River, Oregon to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and privided further that this assignment is subject to all of the provisions of Section 100-119, O.C.L.A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statue, not only with respect to payments made but likewise with respect to future payments.

WITNESS my hand this 21 day of August, 1951.

Executed in the presence of us as witnesses:

[illegible]

Jean Cottrell

Allen E. Sackett

FOR THE CONSIDERATION OF Five thousand and no/100 (5,000.00)DOLLARS to me paid, I hereby sell, assign and transfer the within claim for work performed under Contract 3353- Est. 9 for grading and oil mat surfacing on the Salisbury Jct.-Poker Creek Sec. of the Sumpter Valley Secondary Hwy. in Baker County, Oregon to Hood River Branch, First National Bank of Portland, Hood River, Oregon and authorize and empower said Hood River Branch, First National Bank of Portland, Hood River, Oregon to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and privided further that this assignment is subject to all of the provisions of Section 100-119, O.C.L.A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said status, not only with respect to payments made but likewise with respect to future payments.

WITNESS my hand this 21 day of August, 1951.

Executed in the presence of us as witnesses:

L D King

Allen E. Sackett

FOR THE CONSIDERATION OF Five thousand and no/100 (5,000.00)DOLLARS to me paid, I hereby sell, assign and transfer the within claim for work performed under Contract 3353- Sct. 9 for grading and oil mat surfacing on the Salisbury Jct.-Poker Creek Sec. of the Sumpter Valley Secondary Hwy. in Baker County, Oregon to Hood River Branch, First National Bank of Portland, Hood River, Oregon and authorize and empower said Hood River Branch, First National Bank of Portland, Hood River, Oregon to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and privided further that this assignment is subject to all of the provisions of Section 100-119, O.C.L.A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statue, not only with respect to payments made but likewise with respect to future payments.

WITNESS my hand this 21 day of August, 1951.

Executed in the presence of us as witnesses:

Allen E. Sackett

FOR THE CONSIDERATION OF Five thousand and no/100 (5,000.00) DOLLARS to me paid, I hereby sell, assign and transfer the within claim for work performed under Contract 33[illegible]- Sec. 9 for grading and oil mat surfacing on the Salisbury Jct.-[illegible] Creek Sec. of the Sumpter Valley Secondary Hwy. in Baker County, Oregon to Hood River Branch, First National Bank of Portland, Hood River, Oregon and authorize and empower said Hood River Branch, First National Bank of Portland, Hood River, Oregon to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to endorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O.C.L.A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

WITNESS my hand this 21 day of August, 1941.

Executed in the presence of us as witnesses:

Allen E. Sackett

RECEIVED
FOR FILING

October 25, 1951

General Insurance Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Attention: Mr. A. L. Tebault

Gentlemen:

This is a belated reply to your letter of October 8 concerning payments made to claimants under Allen E. Sackett's highway Contract No. 3353.

Although the contract was completed on July 16, it to date has not been accepted by the Commission. There is a possibility that it may be presented for acceptance at the meeting November 8 and 9. Final payment, of course, cannot be made until the contract has been accepted. As was done in the case of the semi-final payment, will you kindly provide us with a letter from Mr. Sackett authorizing payment of the final estimate to your office.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

FAQ:md

NOTED ON CARD
[illegible]

10-10-51

Mr. Hawke,

Please hold up final payment on contract 3353 until after Com. meeting Oct 11-12. Call this office before releasing.

H B Glaisyer
F.Q.

tell surety to get letter from So. Bell Consenting —
Tell Ac. Div. release final.

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA
HOME OFFICES - SEATTLE 5, WASHINGTON

H. K. DENT
PRESIDENT

PORTLAND SERVICE OFFICE
209 S.W. FOURTH AVENUE
TELEPHONE: ATwater 3123
PORTLAND, OREGON

Oct. 8, 1951

State Highway Commission
Attn: H. B. Glaisyer, Secy.
Salem, Oregon

RE: Allen E. Sackett, Highway Contract #3353
Bond #181804

Gentlemen:

The following disbursements have been made by Allen E. Sackett through this office, out of the semi-final payment which totalled $21,892.21.

Rush Construction Co.	$4,034.30
Armco Drainage & Metal Products, Inc.	2,065.11
Oreg. State Industrial Acc. Commission	1,433.63
Total	$21,686.32

The payment to Oreg. State Industrial Acc. Commission is complete as respect to State Highway Contract #3353 as we were furnished with an itemization and breakdown from the Accident Commission under the signature of Mr. Osborn in the amount so paid.

The payment to Rush Construction Co. is complete, that is, includes the retained percentage with the exception of one or two minor discrepancies which we believe will be satisfactorily ironed out between Sackett's and Rush's bookkeepers.

The payment to D. F. McKenzie was on the basis of 90% of the total amount owing to McKenzie; that is, holding back the retainage of 10% pending the final payment or in the amount of $1,572.59. This latter amount will be paid out of the final payment.

The payment made as above, to Armco Drainage & Metal Products, Inc. is complete as per their billing.

By this letter we are requesting that you submit the check for the final payment when it is payable, to us on the same basis as the semi-final payment was submitted to us so that we may further insure the payment of retainage on McKenzie's account, as well as take care of any possible discrepancies which may arise on the Rush account. We understand that the retained percentage being held, which will represent the final payment, is at least $2,341.13.

Page 2 10-8-51

Thank you very much for your cooperation in this matter and if there is any further explanation or information which you require, please advise.

Very truly yours,

Claims Department

A. L. Tebault
rr

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[illegible]

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FOR FILING

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

October 25, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of October 24, 1951 requesting our concurrence in a second extension of time from June 30, 1951 to July 16, 1951 on Project S-97(1), Salisbury Junction-Poker Creek Section of the Sumpter Valley Highway.

Deferment of oiling operations until July 1951 in order to fit the schedule of the sub-contractor is not considered satisfactory justification for relief from the penalty. Furthermore, we cannot concede that there was no inconvenience to the traveling public since it was deprived of use of an oiled road for the time overrun period.

Accordingly, we will recommend for approval the additional extension of time subject to the condition that the engineering penalty be assessed from June 30, 1951 to the date of completion.

Very truly yours,

C G Polk

C. G. POLK
Acting District Engineer

copy to Smith.

RECEIVED
OCT 1951
FOR FILING

October 24, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3353, Salisbury Junction - Poker Creek Section of the Sumpter Valley Secondary Highway, Ore. S-97 (1), from June 30th, 1951, to July 16th, 1951.

All work was done on this project, with the exception of the oiling, prior to June 30th. The oiling was sub-contracted, and in order to fit the schedule of the sub-contractor, it was decided to delay the oiling on this project.

There was no inconvenience to the traveling public, nor additional engineering expense incurred because of the overrun, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc H. G. Smith

EAP:sh

RECEIVED
FOR FILING

mrs Lewis

October 16, 1951

General Casualty Company of America
Edna M. Stewart, Agent
Board of Trade Building
Portland 4, Oregon

Gentlemen:

We have received a letter from State Line Lumber Company, Freewater, Oregon, stating that in the fall of 1950 Allen E. Sackett hired one of their dump trucks and a driver for work on the highway project near Baker, and that to date they have not received final payment. From their letter, we believe that they refer to State Highway Contract No. 3353 awarded to Allen E. Sackett for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County. No amount of claim is given.

This information is passed on to your Company inasmuch as it appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10-15

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attn: Surety Department

Mr. Allen E. Sackett
802 Ninth Street
Hood River, Oregon

RECEIVED
FOR FILING

3353

Mrs Lewis

October 16, 1951

State Line Lumber Company

Freewater, Oregon

Attention: Mr. Henry DeMotts

Gentlemen:

We have your letter of October 9 in which you state that Allen E. Sackett still owes you for the hire of one of your dump trucks and a driver on the highway project near Baker. We believe that the project referred to is the Salisbury Junction-Poker Creek Section of the Sumpter Valley Highway in Baker County for which the contract for grading and surfacing was awarded to Allen E. Sackett as Contract No. 3353. This job was completed July 16 but to date has not been accepted by the Commission.

General Casualty Company of America through Edna M. Stewart, Board of Trade Building, Portland 4, furnished the performance bond for this contract, which bond not only assures satisfactory completion of the job but also payment of all just bills in connection with it. The State does not make payments directly to claimants but looks to the contractor and the surety to see that all bills are paid.

Your claim will be noted in our records and we will advise the contractor and the surety that it has been received.

If you feel it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in so doing there are attached excerpts from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

10/16, gl

FAQ:md 10-15
Attach.

LD CALHOON

HENRY DEMOTTS

STATE LINE LUMBER CO.
BUILDING MATERIAL
FREEWATER, OREGON
PHONE 39K1 WALLA WALLA
PHONE 65F3 FREEWATER

October 9, 1951

3353

State of Oregon
Department of Highways
Salem, Oregon

Gentlemen:

In the fall of 1950 the Allen E. Sackett Co. hired one of our dump trucks and driver for work on the highway project near Baker, Oregon. We have not received final payment for this work from the Sackett Co. to date neither can we obtain a satisfactory acknowledgement.

We will appreciate any information you may give us on the above matter.

Very truly yours,

State Line Lumber Co.

Henry De Motts

REFERRED TO
BY SECRETARY

[illegible]

RECEIVED
10 OCT 11 1951
STATE HIGHWAY COMMISSION

10/12, 51

RECEIVED
1951
FOR FILING

5-47 (1)

3353

Mrs Lewis

August 30, 1951

Mr. Allen E. Sackett
P. O. Box 296
Hood River Oregon

Dear Mr. Sackett:

In compliance with your letter of August 23 we delivered to Mr. Stan S. Maves, representative of the General Insurance Company of America, Check No. R-22166 in the amount of $21,892.21.

This check was for semi-final payment on State Highway Contract No. 3353.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
8-30-51

August 30, 1951

General Insurance Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Attention: Al Tebault
Claims Department

Gentlemen:

On August 28 Mr. Stan S. Maves called at this office and we delivered to him check No. R-22166 in the amount of $21,892.21. This check was the semi-final payment to Allen E. Sackett on State Highway Contract No. 3353. In your letter of August 27 you aksed that the check be delivered to your Company.

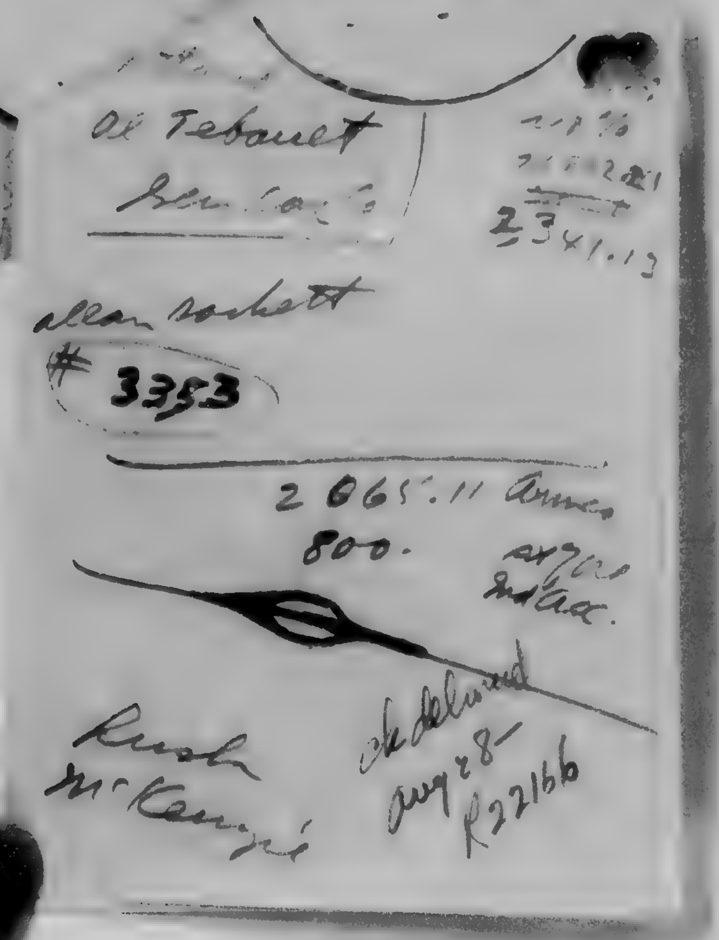
As you know there are claims against this contract by Armco Drainage and Metal Products, Inc., and the Oregon State Industrial Accident Commission. Will you please provide us with written evidence when the claims have been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md



Ol Tebault
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2341.13

allan sackett
3353

2065.11 Armes
800.
[illegible]

Rush McKenzie
ok delivered
Aug 28
R22166

21,892.21

---

at 3/23

AMERICA
GENERAL
COMPANIES

H. K. DENT
PRESIDENT

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA
HOME OFFICES - SEATTLE 5, WASHINGTON

PORTLAND SERVICE OFFICE
209 S.W. FOURTH AVENUE
TELEPHONE: ATwater 3123
PORTLAND, OREGON

August 27, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Gentlemen:

Regarding: Allen E. Sackett
Oregon State Highway Contract No. 3353.

We are attaching a letter directed to your attention by our above principal requesting that a warrant covering the semi-final payment under the captioned contract in the amount of $21,892.21 be turned over to this company. As we understand it this warrant has already been issued and you are holding same pending hearing from us in regard to the status of certain claims outstanding.

As you are aware the General Casualty Company of America are surety for Allen E. Sackett in connection with the Oregon State Highway contract No. 3353.

We are advised that there are claims outstanding against this job in the approximate amount of $2865.11 wherein the creditors are Armco Drainage and Metal Products Company and the Oregon State Industrial Accident Commission. We have also been advised that two subcontractors namely D. F. McKenzie and Richard Rush have not been paid as yet by Sackett. Mr. Sackett and his Bookkeeper, Mr. Todd inform us that the amount payable now in the form of the semi-final payment under the contract is more than ample to cover the obligations he has remaining against the job as above described.

As Mr. Sackett's surety we propose to see to it that the above mentioned claims and obligations are paid out of the proceeds of the semi-final payment which you are holding. We therefore respectfully request that for this purpose the warrant in the amount of $21,892.21 be forwarded to this office so that we may protect the rights of the creditors involved.

Thank you for your cooperation in this matter.

Yours truly,

Al Tebault
Claims Department

at:jbm

ALLEN E. SACKETT ~ *General Contractor*

BUS. PHONE 1266
RES. PHONE 3019

MAILING ADDRESS
P. O. BOX 296

HOOD RIVER, OREGON

August 23, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

This is your authority to deliver to General Casualty Company of America, Portland, Oregon, the sum of money due me under Estimate 9 S.F., State Contract No. 3353, dated August 1, 1951, for work performed on the Sumpter Valley Secondary road in Baker County, said sum of money being in the amount of $21,892.21, as approved by Kevin Laughlin, Resident Engineer, an approved copy of which estimate was mailed to me by your office.

Very truly yours,

Allen E. Sackett.

Warrant no. [illegible] – $21,892.21 delivered
to [illegible] 8/28/51 – in person

[illegible]

RECEIVED
FOR FILING

5-97(1)

2253

August 17, 1951

General Casualty Company of America
General Insurance Building
Seattle 4, Washington

Attention: Mr. Donald Spickard, Legal Department

Dear Mr. Spickard:

Acknowledgment is made to receipt of your letter of August 13, 1951 requesting that no further payments be made to contractor, Allen E. Sackett, in connection with his Contract No. 1353 with the State Highway Commission for construction of the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway, Baker County, Oregon pending further advise for you.

We shall honor your request and, accordingly, have instructed the Auditor to withhold further payments to Mr. Sackett in connection with this job until further advised.

Mrs Lewis

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

cc: M.H. Hawke
F.A. Query

H K DENT
PRESIDENT

GENERAL
CASUALTY COMPANY
OF AMERICA

SEATTLE 5

August 13, 1951

Oregon State Highway Department
Salem, Oregon

Attention Mr. H. B. Glaisyer
Secretary

ACKNOWLEDGED
H. B. GLAISYER

Gentlemen:

Allen E. Sackett
Contract No. 3353
Our Bond #181804

We acknowledge your letter of August 6, 1951 to our Portland office.

In view of the fact that there are outstanding claims against this project in excess of the retained percentage and in view of the fact that we have been notified of other claims which have not as yet been filed, we, reserving our full rights as surety, request that you make no further payments to Mr. Sackett under this contract without our prior written consent and approval.

We further advise you that we hold an assignment of the proceeds under this job which was executed by Mr. Sackett at the time he applied for this bond as collateral security for our execution of the bond.

Since it appears there is a possibility that claims may be made upon us under the bond, we wish to assert our rights under that assignment as well as our general rights of suretyship towards the funds remaining in this job.

As soon as we have had a chance to confer with Mr. Sackett regarding the present status of the payment of his creditors, we will advise you further of our wishes as regards the disposition of the progress payment and the retained percentage.

We would appreciate your acknowledging receipt of this letter and acceptance of its terms.

Very truly yours,

Donald E. Spickard

Legal Department

Donald E. Spickard
fh

RECEIVED
FOR FILING

S-99 (1)

3353

Mr Lewis

August 16, 1951

General Casualty Company of America
Edna M. Stewart, Agent
Board of Trade Building
Portland 4, Oregon

Gentlemen:

We have received a letter from the Armco Drainage and Metal Products, Inc., stating that Allen E. Sackett has paid $2,000 on his claim in the original amount of $4,065.11, leaving a balance due as of August 13 in the sum of $2,065.11. This claim, which you have been previously notified, is in connection with State Highway Contract No. 3353 awarded to Allen E. Sackett for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

This information is provided as the General Casualty Company of America appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attn: Surety Department

Mr. Allen E. Sackett
802 Ninth Street
Hood River, Oregon

NOTED ON CARD

[illegible]

Mrs Lewis

August 16, 1951

Armco Drainage and Metal Products, Inc.
2321 S. E. Gladstone Street
Portland 2, Oregon

Attention: Duran B. Souls
Credit & Collection Supervisor

Gentlemen:

This is to acknowledge your letter of August 13 in which you state that the balance now remaining on Allen E. Sackett's account is $2,065.11 which reflects payment by him of $2,000.00.

The claim is in connection with State Highway Contract No. 3353.

We will advise the surety of the status of the claim to date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ARMCO DRAINAGE & METAL PRODUCTS, INC.
NORTH PACIFIC DIVISION
2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

August 13, 1951

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

In answer to the request in your letter of August 7 inquiring concerning the account of this company for Allen E. Sackett in connection with State Highway Contract No. 3353 for grading and surfacing on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County, for which material was furnished by us in the sum of $4,065.11 we give you the following data as it stands on our books at this date:

The balance now remaining on the Sackett account is $2,065.11, the amount of $2,000. having been paid to be applied on account.

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Duran B. Souls md

Credit & Collection Supervisor
North Pacific Division

Duran B. Souls:md

[illegible]

RECEIVED
AUG 15 1951
FOR FILING

5-97 (-1)

3353

Mrs Lewis

August 15, 1951

General Casualty Company of America
Board of Trade Building
Portland 4, Oregon

Attention Edna M. Stewart

Gentlemen:

We have received a letter dated August 13 from Hallock, Banta, Silvan & Horton, attorneys in Baker, in which they write as follows:

> "This is to advise, in accordance with the request contained in your letter of August 7, 1951, that the claim of Elmer Powell against Allen E. Sackett on contract #3353 has been fully settled and determined."

This apparently is the claim concerning which you were notified on September 22, 1950 in connection with State Highway Contract No. 3353, awarded to Allen E. Sackett, for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

This information is provided as the General Casualty Company of America appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

cc Allen E. Sackett

General Casualty Company of America
General Insurance Building
Seattle 5, Washington

August 15, 1951

Hallock, Banta, Silvan & Horton
2nd Floor Sommer Building
Baker, Oregon

Attention Mr. David Silvan

Gentlemen:

We acknowledge with thanks your letter of August 13 in which you state that the claim of Elmer Powell against Allen E. Sackett on Contract No. 3353 has been fully settled.

Your prompt acknowledgement is appreciated, and we will advise the surety and the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

NOTED ON CARD

LAW OFFICES
HALLOCK, BANTA, SILVEN & HORTON
2ND FLOOR SOMMER BLDG
BAKER, OREGON

BLAINE HALLOCK
HAROLD BANTA
DAVID C. SILVEN
JOHN S. HORTON

JAMES T. DONALD
RETIRED 1951

August 13, 1951

State Highway Department,
Salem, Oregon.

Gentlemen:

This is to advise, in accordance with the request contained in your letter of August 7, 1951, that the claim of Elmer Powell against Allen E. Sackett on contract #3353 has been fully settled and determined.

Thanking you for your cooperation in this matter, we are,

Very truly yours,

HALLOCK, BANTA, SILVEN & HORTON

By David C. Silven

DCS:bb

[illegible]

RECEIVED
AUG 7 1951
FOR FILING

S-47(1)

3353

August 7, 1951

Hallock,Donald,Banta & Silven
Suite 201 Sommer Bldg.
Baker, Oregon

Attention: Mr. David C. Silven

Gentlemen:

Reference your letter of October 3, 1950.

Will you please advise this office as to whether or not the claim of your client, Elmer Powell, for tractor and shop rental in the amount of $959, less a credit of approximately $150, has been settled.

This claim was filed against Allen E. Sackett on contract No. 3353, covering grading and surfacing on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
AUG 7 1951
FOR FILING

[illegible] - 97 (1)

3353

August 7, 1951

Armco Drainage and Metal Products, Inc.
2321 S. E. Gladstone St.
Portland 2, Oregon

Gentlemen:

We have recorded in this office a claim filed by your Company against Allen E. Sackett in connection with State Highway Contract No. 3353, for grading and surfacing on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County. This claim is for material furnished in the sum of $4,065.11.

Will you please advise us whether this claim has been settled and if so when settlement was made.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
AUG 7 1951
FOR FILING

3-22 10

3353

August 6, 1951

General Casualty Co. of America
Edna M. Stewart, Agent
Board of Trade Bldg.
Portland 4, Oregon

Dear Madam:

The State Highway Commission is prepared to make semi-final payment to Allen E. Sackett on contract No. 3353, for grading and surfacing on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County. This payment, in the amount of $21,892.21, will be made on or after August 16, 1951. The retained percentage is $2,341.13.

There are two claims filed against this project, of which you have been previously notified, in the approximate amount of $4,874.11.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

RECEIVED
AUG 1 1951
FOR FILING

July 31, 1951

Mr. H. E. Harris
State Industrial Accident Commission
Public Service Bldg.

Dear Mr. Harris:

As per your telephone request of yesterday we have secured the following information concerning Mr. Allen Sackett and his operations on State Highway contracts:

Mr. Sackett has only one contract with the State Highway Department in which he is recognized as the principal contractor. This is on Contract No. 3353 for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County. This contract was completed July 16 but has not yet been accepted by the Commission. On this contract Mr. Sackett has coming to him approximately $22,000 on the semi-final estimate which has not yet been completed, and in addition to that $2,357.55 retained percentage which will be withheld until after the contract has been accepted.

Mr. Sackett has also acted as a subcontractor under Berke Brothers for grading and topping the Willow Creek-Boardman Section on the Columbia River Highway in Morrow and Gilliam counties, State Highway Contract No. 3448. This contract has not yet been completed.

He also acted as a subcontractor to A. H. Saxton and Sons for grading and surfacing the Squally Hook-Quinton Section of the Columbia River Highway in Gilliam counties, Contract No. 3251. This contract was completed June 29, 1951, but has not yet been accepted by the Commission.

If any of the claims you have against Mr. Sackett are in connection with the contracts on which he operated as a subcontractor, your claim should be filed against the principal contractor.

RECEIVED
JUL 23 1951
FOR FILING

S-97 (1)

3353

July 19, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 16, 1951 on Contract No. 3353, Salisbury Junction-Poker Creek Section, in connection with Federal Aid Project No. S-97 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:cw

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION "FINAL"

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 16, 1951, 19

Section Salisbury Junction-Poker Creek

Kind of work Grad. and Oil Mat Surf.

Highway Sumpter Valley Secondary

Section prefix 101-1017

Contractor Allen E. Sackett

Contract number 3353

Date of contract June 7, 1950, 19

Date of completion Sept. 30, 1950, 19

Date work started June 19, 1950, 19

Estimated date of completion June 16, 1951, 19

Amount of contract . . . . $ 78,585.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 77,715.99

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 8,500.00, 11 %

Date project was completed July 16, 1951, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished oiling Sat.

Oiled surface broomed through Monday.

Final estimate will be sent to Div. Office Friday 7/20/51

Oiled surface is in good shape . No soft spots.

NOTED
H. W. LIBBY

RECEIVED
JUL 23 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED

Signed Kevin Laughlin

Address Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.05	4.05		4.05	
Miles partially completed					
Miles completed	4.05	4.05		4.05	
Total estimated quantities	53,600	25,400		2,700	
Estimated quantities moved or placed to date	63,665.2	24,867		2,658	
Average daily quantities				300	
Average daily quantities necessary to complete project on time	Completed	Completed		Completed	
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				16	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday	Hot		

State Printing Dept. 38842

RECEIVED
MAY 23 1951
FOR FILING

2-49 (1)

Mrs Lewis

3353

May 9, 1951

Dunn & Jackson
Attorneys at Law
Baker State Bank Building
Baker, Oregon

Attention: Mr. Austin Dunn

Gentlemen:

We have your letter of May 5 concerning a claim against Allen E. Sackett for rental of machinery used on the Sumpter Highway. It appears that the claim is in connection with State Highway Contract No. 3353 awarded to Allen E. Sackett for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County. Mr. Sackett's address is 802 Ninth Street, Hood River, Oregon.

The performance bond furnished with the above contract was provided by General Casualty Company of America through their agent, Edna M. Stewart, Board of Trade Building, Portland 4.

The contract is expected to be complete by June 30, 1951.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

AUSTIN DUNN
WILLIAM L. JACKSON

DUNN & JACKSON
ATTORNEYS AT LAW
BAKER STATE BANK BUILDING
BAKER, OREGON
TELEPHONE 666

May 5, 1951

3353

H. B. Glaisyer, Secretary
Highway Commission
319 State Office Building
Salem, Oregon

REFERRED TO [illegible]
BY SECRETARY
[illegible]

Dear Mr. Glaisyer:

We have a claim for machinery rental against Allen E. Sacket, who rented machinery and used it in the construction on the Sumpter Highway from the junction towards Sumpter. It is designated as Oregon 220.

We would appreciate your furnishing us with information relative to the principal and sureties on the bond of the contractor.

Thanking you for your courtesy, I am,

Very truly yours,

Austin Dunn

Austin Dunn

AD:dlb

RECEIVED
JAN 18 1951
FOR FILING

897 (1)

3353

3353

Mrs Lewis

January 16, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Mr. Newbry:

We acknowledge with thanks your letter of January 11 to which was attached three copies of a claim filed with your office by the Armco Drainage and Metal Products, Inc., against Allen E. Sackett for materials furnished in connection with Mr. Sackett's operations on State Highway Contract No. 3353.

This claim is in the amount of $4,065.11 and bears your file No. 3251.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible]

[illegible]

Dear Sir:

[illegible]

[illegible]

[illegible]

Very truly yours,

Earl T. Newbry

Secretary of State

[illegible]
Enc.

Mrs Lewis

January 16, 1951

General Casualty Company of America
Board of Trade Building
Portland 4, Oregon

Attention: Edna M. Stewart

Gentlemen and Madam:

Attached is a copy of a claim which has been filed with the Secretary of State by the Armco Drainage and Metal Products, Inc., of Portland, against Allen E. Sackett. This claim is in the sum of $4065.11 for culvert pipe and other materials furnished to Mr. Sackett in connection with his work on State Highway Contract No. 3353 for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

This information is provided as the General Casualty Company of America appears as surety on the bond furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attention: Surety Dept.

Mr. Allen E. Sackett
802 Ninth Street
Hood River, Oregon

ARMCO DRAINAGE & METAL PRODUCTS, INC.
North Pacific Division
2321 S.E.Gladstone St. Portland 2 Oregon.

(Armco)

Buyer's Order No.	Buyer's Date	Promised	Our Date	Order No.	Invoice No.
	5-12-50		5-24-50	6597 a	1308

Invoice Date
8-7-50

Shipment Date
7-15-50

How shipped
Prepaid

Car Initial & No.

SOLD TO Allen E. Sackett
802 Ninth Street
Hood River, Oregon

Ship To Salisbury Jct.-Poker Creek Sect.
Sumpter Valley Highway

Destination: Baker County Baker

Past Due Accounts Bear Interest at 6% per annum

9-2

Route	Ship From	Salesman
Our Truck	Portland Metal Plant	Rhodes
F. O. B.	**Terms**	**Market**
Job	½-1%-10-N-30	120-140

Item No.	Ordered Quantity	Description	Unit Price	Quantity Bk.Ord.	Quantity Shipped	Amount
		Std. Reinforced T. & G. Concrete Culvert Pipe				
		Station				
	1	24" 18' 186 + 28				
	1	24" 15' 210 + 90 33'	5.85		33'	193.0
		OREGON STATE INSPECTION.				

ARMCO DRAINAGE & METAL PRODUCTS, INC.
North Pacific Division
2321 S.E.Gladstone St. Portland 2, Oregon

(Armco)

Buyer's Order No.	Buyer's Date	Promised	Our Date	Order No.	Invoice No.
	5-12-50		5-24-50	6597	1178

Invoice Date 8-2-50
Shipment Date 7-10-50
How Shipped Prepaid
Car Initial & No.

SOLD TO Allen E. Sackett
802 Ninth Street
Hood River, Oregon

Ship To Salisbury Jct.-Poker Creek Sect.
Sumpter Valley Highway

Destination: Baker County Baker

Past Due Accounts Bear Interest at 6% Per Annum

Route	Ship From	Salesman
Our Truck	Portland Metal Plant	Rhodes
F.O.B.	**Terms**	**Market**
Job	½-1%-10-N-30	120-140

9-2

Item No.	Ordered Quantity	Description	Unit Price	Quantity Bk.Ord.	Quantity Shipped	Amount
		Galv. Corr. C. B. Steel Riveted Pipe Asphalt Dipped				
		Station				
	1	18" 16 50' (2-16-1-16)				
		1 + 50				
	1	18" 16 42' (1-20-1-22') 2 + 36				
	1	18" 16 28' (2-14') 1 + 66				
	1	18" 16 22' 1 + 68				
	1	18" 16 46' (2-16-1-14') 50 + 88				
	1	18" 16 42' (3-14') 64 + 32				
	1	18" 16 24' (2-12') 70 + 20				
	1	18" 16 16' 91 + 12				
	1	18" 16 20' 131 + 88				
	1	18" 16 48' (3-16') 147 + 95				
	1	18" 16 38' (1-18-1-20') 199 + 71 376'	2.25		376'	846.00
	1	24" 14 18' 20 + 14				
	1	24" 14 8' 87 + 09				
	1	24" 14 8' 112 + 47				
	1	24" 14 22' 121 + 48 56'	3.61		56'	202.16
	1	36" 12 48' (3-16'). 6 + 46				
	1	36" 12 18' 71 + 95				
	1	36" 12 42' (1-20-1-22') 141 + 47 108'	7.16		108'	773.28
						1821.44

(Continued on Page 2)

ARMCO DRAINAGE & METAL PRODUCTS, INC.
North Pacific Division
2321 S.E.Gladstone St. Portland 2, Oregon

(Armco)

Buyer's Order No.	Buyer's Date	Promised	Our Date	Order No.	Invoice No.
Called	11/1/50		11/1/50	9428	3849

Invoice Date
11-21-50

Shipment Date
11-17-50

How shipped
Prepaid

Car Initial & No.

SOLD TO Allen S ackett
802 Ninth Street
Hood River, Oregon

Ship To Same

Baker, Oregon
Destination: Baker

Past Due Accounts Bear Interest at 6% Per Annum

9-2

Route Auto Frt Prepaid CF	Ship From Portland Metal	Salesman Rhodes
F. O. B. Baker	Terms 1/2% 10 Days Net 30	Market 138-140

Item No.	Ord. Quantity	Description:	Unit Price	Quantity Bk.Ord.	Quantity Shipped	Amount
		Galv Corr C B Steel Riveted Pipe Asphalt Dipped				
		Station				
	1	18" 16 34' (18'-16') 73 + 90				
	1	18" 16 28' (2-14') 62' 64 + 08	2.25		62'	139.50
	2	18" 16 5c Bands	3.43		2	6.86
						146.36
		OREGON STATE INSPECTION				

ARMCO DRAINAGE & METAL PRODUCTS, INC.
North Pacific Division
2321 S.E.Gladstone St. Portland 2, Oregon

(Armco)

Buyer's Order No.	Buyer's Date	Promised	Our Date	Order No.	Invoice No.
	5-12-50		5-24-50	6597	1178 page 2

Invoice Date 8-2-50
Shipment Date 7-10-50
How shipped Prepaid
Car Initial & No.

Past Due Accounts Bear Interest at 6% Per Annum

9-2

SOLD TO Allen E. Sackett
802 Ninth Street
Hood River, Oregon

Ship To Salisbury Jct.-Poker Creek Sect.
Sumpter Valley Highway

Destination: Baker County

Baker

Route	Ship From	Salesman
Our Truck	Portland Metal Plant	Rhodes
F.O.B.	**Terms**	**Market**
Job	½-1% 10-N-30	120-140

Item No.	Ordered Quantity	Description	Unit Price	Quantity Bk.Ord.	Quantity Shipped	Amount
		(Page 2 Continued)				1821.44
		Galv. Corr. C. B. Steel Riveted Pipe Plain Not dipped:				
	1	Station 72" 10 44' C.L. 1-1/2 to 1 slope 35' top length 53' bottom length. 2-12' mitered 1-20' 173 + 54				
	1	72" 10 44' C.L. 1-1/2 to 1 slope 35' top length 53' bottom length. 2-12' mitered 1-20' 208 + 36 88'	17.04		88'	1499.52
	17	18" 16 5c Bands 17	3.43		17	58.31
	4	24" 16 5c Bands 4	4.37		4	17.48
	3	36" 14 5c Bands 3	7.07		3	21.21
	4	72" 14 9c Bands 4	29.28		4	117.12
						3535.08
		OREGON STATE INSPECTION.				

ARMCO DRAINAGE & METAL PRODUCTS, INC.
North Pacific Division
2321 S.E.Gladstone St. Portland 2, Oregon

(Armco)

Buyer's Order No.	Buyer's Date	Promised	Our Date	Order No.	Invoice No.
Phoned	8-14-50		8-14-50	8130	1969

Invoice Date
8-30-50

Shipment Date
8/23/50

How Shipped
Prepaid

Car Initial & No.

SOLD TO Allen E. Sackett
802 Ninth Street
Hood River, Oregon

Ship To Same, Salisbury Junction - Poker Creek Job
Sumpter Valley Hwy., Baker County

Past Due Accounts Bear Interest at 6% per annum

9-2

Destination:

Baker

Route Consolidated Frtways. Freight Prepaid	Ship From Portland Metal Plant	Salesman Rhodes
F.O.B. Baker, Oregon	Terms 1/2%10Days Net30 Days	Market 138-140

Ordered Quantity	Description		Unit Price	Quantity		Amount
				Bk.Ord.	Shipped	
	Galv. Corr. C. B. Steel Riveted Pipe Asphalt Dipped					
1	24" 14 4'	4'	3.61		4'	14.44
1	24" 16 5c Band	1	4.37		1	4.37
1	36" 12 14'	14'	7.16		14'	100.24
2	36" 14 5c Bands	2	7.07		2	14.14
	OREGON STATE INSPECTION					133.19
	Ship to Baker, Oregon					
	Add to Order					
1 -	18" 16 ga 24' (2 - 12')	24'	2.25		24'	54.00
1 -	18"- 16 ga 5c Bands	1 -	3.43		1	3.43
						190.62
	To Shop 8/17/50					

RECEIVED
1950
FOR FILING

5-77(1)

3353

NO.1553

THE FIRST NATIONAL BANK

OF PORTLAND

Hood River Branch
Hood River, Oregon

12/4/50

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

Your letter of November 29th inquiring whether Mr. Allen E. Sackett intended to complete his assignments of highway work which he had requested is acknowledged.

In discussing this assignment with his Surety Company, they have refused to release their interest and consequently, the whole thing was held up. As far as we know there is no chance at present of going any further on his assigned contracts.

Thank you very much for your information and help you gave us and if it is possible to obtain the Surety's consent in the future, we will again take up the matter with you.

Yours very truly,

P. F. Bucklin
Manager

PFB:jl

NOTED
F. QUERY

RECEIVED
DEC 6 1950
OREGON
STATE HIGHWAY COMMISSION

[illegible]

NOTED
H. B. GLAISYER

Mrs Lewis
please note &
return to Glaisyer

RECEIVED
[illegible] 1 1950
FOR FILING

November 30, 1950

Armco Drainage and Metal Products, Inc.,
2321 S. E. Gladstone St.,
Portland, 2, Oregon

Attention: Mr. D. L. Darneal

Gentlemen:

Your letter of November 24th, addressed to Mr. S. H. Probert concerning bonds provided for Allen E. Sackett, has been referred to this office for reply.

The contract for the Squally Hook-Quinton Section is held by A. H. Saxton and Sons, Route 2, Corvallis and the vond was provided by United Pacific Insurance Company through Durham and Bates, 901 S. W. Washington, Portland. It is our understanding that Mr. Sackett acted as a sub-contractor on this job, but whether he furnished a bond to Saxton and Sons is not known. It is estimated that this contract will be completed about June 30, 1951, as it will not be possible to complete the oiling until good weather returns nect summer.

The Salisbury Junction-Poker Creek Section on the Sumpter Valley Secondary Highway in Baker County was awarded to Allen E. Sackett. General Casualty Company of America provided the bond on this contract through Edna M. Stewart, Board of Trade Building, Portland 4. This job is practically complete except for the oiling work, and it is estimated that this will be done by June 30, 1951.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary.

FAQ:md

RECEIVED
FOR FILING

2.77(1)

3353

November 29, 1950

query - no [illegible]
[illegible] watt

P. F. Bucklin, Manager
The First National Bank of Portland
Hood River Branch
Hood River, Oregon

Dear Mr. Bucklin:

This note is simply to enquire whether or not it is still the desire of Mr. Allen E. Sackett to assign to the Hood River Branch of the First National Bank of Portland monies now due or to become due him in connection with State Highway Contract No. 3353 for construction of the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway, in Baker County.

I wrote you on October 4, advising you that the Highway Commission would honor such an assignment if consented to in writing by the surety on the bond furnished by the contractor in connection with this job; and I further advised that if we did not receive the surety's consent within a reasonable length of time we would consider the form of assignment previously furnished as of no effect and would mail future warrants to Mr. Sackett direct, as though no assignment of funds were involved.

Having heard nothing further from you regarding this matter, I assume that arrangements have been effected so that the assignment is no longer required. Accordingly, I am closing my file on the subject.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

cc - W. H. Hawks

NOTED ON CARD

October 4, 1950

Mr. P. F. Bucklin, Manager
The First National Bank of Portland
Hood River Branch
Hood River, Oregon

Dear Mr. Bucklin:

Mr. Carl F. Smith, Claims Supervisor for the Highway Department, has handed me your letter of September 22 with respect to the assignment given by Allen E. Sackett to the Hood River Branch of the First National Bank of Portland, of all money due or to become due him in connection with State Highway Contract No. 3353, for construction of the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway, in Baker County. It is noted therein that the surety on the bond furnished by Mr. Sackett in connection with this job has refused to consent to the assignment. I am sorry, but due to the refusal of the surety to consent to the assignment, we cannot honor it, so the warrants for work performed in connection with this job will have to be made payable to Mr. Sackett, unassigned, and sent to him direct.

The State Highway Commission is not averse to the assignment of funds by any contractor under certain conditions, but has a long standing policy which will not permit us to honor assignments unless the contractor's surety gives its consent to the assignment in writing without prejudice to the bond. A letter from the surety to that effect will be accepted.

As the case now stands, we cannot honor the assignment given you by Mr. Sackett until we have a letter from the bonding company consenting to it. If the surety is willing to give its consent, we would like to have a letter to that effect at the earliest possible time so as not to delay payment of the current voucher to Mr. Sackett. If we do not hear from you within a reasonable length of time, we will consider that the form of assignment that you have furnished is of no effect, and will mail warrants direct to Mr. Sackett as though no assignment of funds were involved.

Respectfully,
OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]:rdn
cc: R.H.Baldock
Carl F. Smith
G. H. Burnett, General Ins. Co.

FORM E-20 25M 5-50 40300

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1950

SUBJECT:

NOTE TO [illegible]
DATE [illegible]

To: Mr. H. B. Glaisyer
Secretary
State Office Building

Dear Sir:

Please refer to my letter of September 11 (a carbon to you) addressed to Mr. Allen E. Sackett, at Hood River, forwarding to him for signature an estimate voucher for $4,888.80 covering estimate 3 on contract No. 3353. In my letter I called his attention to the fact that we had not received a definite word as to whether or not his intention was to assign the future proceeds of this contract or whether the assignment he did send in on estimate No. 2 represented the extent of his intended assignment. For convenience I enclosed with estimate 3, assignment forms in blank and I requested Mr. Sackett, in case he desired further assignment on this contract, to either complete and send in, with surety consent accompanying, the blanket forms originally sent to him, or to complete and execute the forms I sent with estimate 3 in case he only desired to assign that particular estimate.

I have just received back the estimate voucher on Estimate No. 3 with the voucher certificate properly executed by Mr. Sackett. He has also signed and returned three copies of the blanket assignment form originally sent to him in favor of the Hood River Branch First National Bank of Portland. He did not, however, return the special forms sent with estimate No. 3. Accompanying the voucher is a letter from the First National Bank of Portland, Hood River, signed by Mr. P. F. Bucklin, manager, with an attached copy of a letter from the surety company. It appears from these papers that the surety company is declining a written consent as not required. In view of this circumstance, I am holding the signed estimate voucher in this office and I am forwarding to you the three signed copies of the assignment and the two letters I have mentioned.

I will do nothing further with the estimate voucher pending your definite advice and, as you will note in case you correspond direct with the surety or Mr. Sackett, we are still short the signed assignment copies for estimate No. 3 itself in case the blanket assignment is finally honored.

Very truly yours,

Carl F. Smith

Carl F. Smith
Accounting Division

CFS:rs
encl.
cc: D. B. Taylor

104

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF One and No/100 -

($ 1.00) Dollars, to me paid, I hereby sell, assign and transfer the within claim for all monies due or to become due on Contract #3353 for grading and oil mat surfacing on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County, Oregon

to Hood River Branch, First National Bank of Portland, Oregon and authorize and empower said bank to act as agent for me

and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 9th day of September, 1950

Executed in the presence of us as witnesses:

ALLEN E. SACKETT

Allen E. Sackett

STATE PRINTING DEPT.

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF One and No/100 -
($ 1.00) Dollars, to me paid, I hereby sell, assign and transfer the within claim for all monies due or to become due on Contract #3353 for grading and oil mat surfacing on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County, Oregon
to Hood River Branch, First National Bank of Portland, Oregon and authorize and empower said bank to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 9th day of September, 1950

Executed in the presence of us as witnesses:

ALLEN E. SACKETT
Allen E. Sackett

STATE PRINTING DEPT.

-41

ST E OF OREGON—HIGHWAY DE AR ENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF One and No/100 - - - - - - - - - - - - - - - - - - - ($ 1.00) Dollars, to me paid, I hereby sell, assign and transfer the within claim for all monies due or to become due on Contract #3353 for grading and oil mat surfacing on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County, Oregon to Hood River Branch, First National Bank of Portland, Oregon and authorize and empower said bank to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 9th day of September, 1950

Executed in the presence of us as witnesses:

ALLEN E. SACKETT

Allen E. Sackett

STATE PRINTING DEPT.

NO.1553

THE FIRST NATIONAL BANK

OF PORTLAND

Hood River Branch
Hood River, Oregon

9/22/50

Mr. Carl F. Smith, Claim Supervisor
Oregon State Highway Commission
Salem, Oregon

Re: Allen E. Sackett, Sumpter Valley Secondary
Salisbury Jct.-Poker Creek, Contract #3353
101-1017-201 (41), Estimate #3

Dear Mr. Smith:

We have your letter of September 11, 1950 to Mr. Sackett in which you enclosed your estimate voucher in the amount of $4,888.80. It is Mr. Sackett's intention to assign all of his future estimates on this project to this bank so that we can, in turn, make him advances against completed work.

In following your instructions, we requested Mr. Sackett's surety company for a written consent to the assignments. They have refused to do this as explained by them in a copy of their letter to their local representative which we are enclosing herewith. As there seems to be a difference of opinion between your office and the surety company, we are submitting all of this information to you hoping that you will be able to accept the papers as they now are or clarify the situation so that we may provide Mr. Sackett with the funds he requested. We are also enclosing the signed estimate endorsed by Mr. Sackett together with assignments of claim as per your instructions.

Your help in this matter will be very much appreciated.

Yours very truly,

P. F. Bucklin
Manager

PFB:jl
Enc. 3

COPY

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CAUALTY COMPANY OF AMERICA
Home Offices-Seattle 5, Washington

Portland Service Office
209 S.W. Fourth Avenue
Telephone: ATwater 3123
Portland, Oregon

September 21, 1950

R. E. & Tom Scott Insurance Agency
Hood River, Oregon

Attention: Tom Scott

Re: Bond 181804 - Allen E. Sackett
Contract #3353

Dear Tom:

This refers to your memorandum of September 18th, 1950 and enclosures the latter of which I am returning to you because these assignments of claim do not require consent of surety. In other words there is no reason why the contractor cannot make all the assignments he wants providing it is satisfactory with his bank and with the obligee, which in this case is the Highway Department. You will note that on none of the forms is there any place for consent of surety and sureties are not in the habit of giving those consents anyway because to do so might be construed as a subordination of the sureties rights in case of a claim.

The assignment form has been duly signed by Allen E. Sackett but you will note that the name of the First National Bank has not been inserted on the form and I would suggest that you take the estimate and these forms over to the bank and have them type their name in the assignment form and forward it direct to the Highway Department. As far as I know that is all that is required.

"ith best regards.

Very truly yours,

(signed) G. H. Burnett

SURETY DEPARTMENT

GHBURNETT

fg

FORM E-123X 20M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

September 11, 1950

Mr. Allan E. Sackett
802 Ninth Street
Hood River, Oregon

NOTED
H. B. GLAISYER

Dear Sir:

I enclose for your signature our estimate voucher for $4,888.80.

You assigned proceeds of estimate No. 2 to the Hood River Branch of the First National Bank of Portland. Your original statement of intent to assign as it reached this office did not specify whether you intended an assignment of all payments under the contract or merely the one estimate. We have received no reply so far as our records show to our letter of August 24 requesting that you clarify this matter.

In view of the uncertainty still existing as to whether you intend to assign estimates after estimate No. 2, I am enclosing assignment forms to cover this estimate No. 3 and in case you wish to assign this estimate only or in case you intend to complete the blanket assignment forms sent to you originally on August 11, then you should sign two copies of the enclosed assignment form and return them to the Oregon State Highway Commission, Salem, Oregon, attention: Mr. H. B. Glaisyer, Secretary.

In case you do assign either all funds or this one estimate No. 3, it will, of course, be necessary when submitting the signed assignment forms to Mr. Glaisyer, to accompany them with the written consent of the surety company.

If you do not intend to assign this or future estimates, then simply destroy these assignment forms and when returning the signed estimate voucher, please advise us definitely that you do not intend to assign the future proceeds of the contract.

Very truly yours,

M. H. HAWKE
Auditor

by Carl F. Smith
Carl F. Smith
Claims Supervisor

CFS:rs
encl.
cc: H. B. Glaisyer

FORM E-123X 25M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

August 16, 1950

Mr. Allen E. Sackett
802 Ninth Street
Hood River, Oregon

NOTED
H. B. GLAISYER

NOTED
F. QUERY

Dear Sir:

I enclose for your signature our estimate voucher in your favor for $15,292.35 covering Estimate 2 on Contract No. 3353.

In view of the blanket assignment forms which were sent to you for signature on August 11, we have attached to the inside of the voucher the required assignment forms for this particular voucher amount. If you are assigning all proceeds on the work and the papers are now in process then I would request that in addition to signing the certificate on the back of the voucher form, you also sign the assignment form stapled to the voucher and clearly show the name and address of the assignee. In such cases, the consent of surety will, of course, be taken care of with the blanket assignment form.

If, however, you only intend to assign the proceeds of this particular estimate then, in addition to signing as I have above requested, it will be necessary to forward the consent of surety with the vouchers.

Very truly yours,

M. H. HAWKE
Auditor

by Carl F. Smith
Carl F. Smith
Claims Supervisor

CFS:rs
encl.

cc: H. B. Glaisyer

25M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

August 11, 1950

Query - Mrs Lewis
BY SECRETARY
note & return

Mr. Allen E. Sackett
802 Ninth Street
Hood River, Oregon

NOTED
H. B. GLAISYER

NOTED
F. QUERY

Noted,
gl

Dear Sir:

Mr. Hawke, Auditor, advises me that you desire to assign the proceeds of your Contract No. 3353 (Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary) to the bank at Hood River and it is my understanding that you wish to assign all monies due or to become due on this work. I have accordingly prepared five copies of our standard assignment of claim form for your signature.

You will note that the name of the assignee is not filled in as we are not aware of the definite name and address of the bank to which you are assigning the payments. One copy of this form may be retained by you; one copy by the bank, and the other three bearing your signature and also clearly showing the name and address of the bank should be returned to the Oregon State Highway Commission, at Salem, attention H. B. Glaisyer, Commission Secretary. There must also accompany these three copies the written consent of the surety company on this contract. Upon receipt of these three signed forms and the written consent of surety, the assignment can be honored and future estimate vouchers will then be written in your favor assigned to the bank. The Secretary of State's office requires that each separate estimate voucher which is to be assigned must have attached a separate assignment form. Estimate 2 on this job in the amount of $15,292.35 is now being prepared in voucher form and will have attached the required assignment form which can be signed by you at the same time as the voucher itself.

If by any chance, I have misunderstood your intention and you are desirous of only assigning this current estimate No. 2 then you may destroy these blanket assignment forms which I am sending you and merely sign the forms which will be attached to the estimate voucher No. 2. In the latter eventuality, however, it would still be necessary to forward with the signed voucher, the written consent of the surety company to the assignment.

Very truly yours,

M. H. HAWKE
Auditor

by Carl F. Smith
Carl F. Smith
Claims Supervisor

CFS:rs
encl.
cc: H. B. Glaisyer

RECEIVED
NOV 2 - 1950
FOR FILING

2-47(1)
3353

November 1, 1950

Mr. Allen E. Sackett
802 - 9th St.
Hood River, Oregon

Dear Sir:

The State Highway Commission, at its meeting on October 26, 1950, had under discussion your request for an extension of time of 273 days, from September 30, 1950 to June 30, 1951, within which to complete your contract No. 3353 covering the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway, Baker County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

Kevin Laughlin,
Resident Engineer

H. G. Smith

NOTED ON CARD
11-1-50

RECEIVED
OCT 27 1950
FOR FILING

S-77(1)

[illegible]

October 24, 1950

Request for extension of time
No. 9
November 9 and 10 meeting

Oregon State Highway Commission

Gentlemen

Herewith is a request from Allen [illegible] [illegible] for an extension of time on Contract No. 3351, Salisbury Junction-[illegible] Creek section of the Sumpter Valley Secondary Highway, from September 30, 1950 to June 30, 1951.

Due to right-of-way difficulties this project was not awarded until June 7, 1950. The contractor started work on June 19 and has worked steadily on this project ever since, however, it is not feasible or possible to place the oil mat surfacing this fall due to the lateness of the season. I would, therefore, recommend that the extension be granted without penalty. Mr. [illegible] Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

hi

RECEIVED
OCT 12 1950
FOR FILING

299(1)

October 11, 1950

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3353, Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway, Ore. S-97 (1) from September 30, 1950 to June 30, 1951 to Allen E. Sackett, Contractor.

Due to right of way difficulties this project was not awarded until June 7, 1950. The Contractor started work on June 19 and has worked steadily on this project ever since.

However, it is not possible or feasible to place the oil mat surfacing this fall, and I would recommend that the extension be granted without penalty to the date requested.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
OCT 17 1950
FOR FILING

8-97(1)

3353

3353 Mrs Lewis

October 10, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of October 6th to which was attached three copies of a claim filed with your office by Elmer Powell against Allen E. Sackett in the sum of $959.00 less a credit in an approximate amount of $150.00.

This claim is for rental of a caterpillar and shop in connection with Mr. Sackett's operations on State Highway Contract 3353 for grading and surfacing on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County. This claim bears your file No. 3233.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

October 6, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

We have received from Hallock, Donald, Banta & Silven, attorneys, Baker, and filed as of this date a notice of claim by Elmer Powell, for rental furnished in the sum of $959.00, against the bond taken from Allen E. Sackett, principal and General Casualty Company of America, surety for grading and oil mat surfacing of the Salisbury Junction Poker Creek section of the Sumpter Valley secondary highway in Baker County, Oregon, State Highway Contract No. 3353, our file No. 3233.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt fo the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

[illegible]F:M
Enc.

Mrs Lewis

October 10, 1950

General Casualty Company of America
Board of Trade Building
Portland 4, Oregon

Attention: Edna M. Stewart

Gentlemen and Madam:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by Elmer Powell against Allen E. Sackett. This claim is in the amount of $959.00 less a credit in the approximate sum of $150.00 and is for rental of a caterpillar and shop in connection with Mr. Sackett's work on State Highway Contract No. 3353 for grading and surfacing on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

This information is provided as the General Casualty Company of America appears as surety on the bond executed in connection with Contract 3353.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attention: Surety Department

Mr. Allen E. Sackett
802 Ninth Street
Hood River, Oregon

NOTICE AND STATEMENT OF CLAIM

TO: STATE OF OREGON, by and through it's HIGHWAY COMMISSION

STATE OF OREGON)
)ss:
County of Baker)

I, Elmer Powell, being first duly sworn on oath depose and say:

Notice hereby is given that the undersigned, Elmer Powell, has a claim for rental of a caterpillar and shop in the sum of $959.00 (less the credit hereinafter mentioned) against the bond taken from Allen E. Sackett and General Casualty Company of America for the work of said Allen E. Sackett, contractor, under Oregon State Highway Commission Contract 3353 being for grading and oil mat surfacing of the Salisbury Junction-Poker Creek section of the Sumpter Valley secondary highway in Baker County, Oregon.

That I rented my caterpillar and shop to said contractor from the 26th day of June, 1950 to the 10th day of August, 1950, both dates inclusive, at a stipulated and agreed rental of $950.00 per month, with the said contractor to do and perform at his own expense, all maintenance work; that a portion of such maintenance was not performed, which caused me to install a new power unit at the cost of $34.00, which is justly chargeable to said contractor; that on account of said rental and installation of a new power unit I became entitled to receive the sum of $1,459.00; that said contractor paid me the sum of $500.00 and there is a balance due, owing and unpaid in the sum of $959.00 less a credit thereon in the approximate sum of $150.00 on account of two rollers, which were purchased and installed at the contractor's expense, but which, pursuant to our understanding, was to be deducted from the amount due me for said rental.

ELMER POWELL

Subscribed and sworn to before me this 3rd day of October, 1950.

(SEAL)

DAVID C. SILVEN
Notary Public for Oregon

My Commission expires Feb. 19, 1954

ENDORSED - File No. 3233
Filed October 6, 1950
EARL T. NEWBRY, Secretary of State

LAW OFFICES
HALLOCK, DONALD, BANTA & SILVEN
SUITE 201 SOMMER BLDG.
BAKER, OREGON

BLAINE HALLOCK
JAMES T. DONALD
HAROLD BANTA
DAVID C. SILVEN
JOHN S. HORTON

October 3, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

On September 29th we forwarded you an affidavit of claim of Elmer Powell under State Highway contract number 3353.

We have now prepared and forwarded the required notice to the Secretary of State as provided by Section 98-101, O.C.L.A. and enclose a copy of the same herewith.

Very truly yours,

HALLOCK, DONALD, BANTA & SILVEN

by David C. Silven

DCS:mh
encl.

BY SECRETARY

NOTICE AND STATEMENT OF CLAIM

TO: STATE of OREGON, by and through it's HIGHWAY COMMISSION

STATE OF OREGON)
)ss:
County of Baker)

I, Elmer Powell, being first duly sworn on oath depose and say:

Notice hereby is given that the undersigned, Elmer Powell, has a claim for rental of a caterpillar and shop in the sum of $959.00 (less the credit hereinafter mentioned) against the bond taken from Allen E. Sackett and General Casualty Company of America for the work of said Allen E. Sackett, contractor, under Oregon State Highway Commission Contract 3353 being for grading and oil mat surfacing of the Salisbury Junction-Poker Creek section of the Sumpter Valley secondary highway in Baker County, Oregon.

That I rented my caterpillar and shop to said contractor from the 26th day of June, 1950 to the 10th day of August, 1950, both dates inclusive, at a stipulated and agreed rental of $950.00 per month, with the said contractor to do and perform at his own expense, all maintenance work; that a portion of such maintenance was not performed, which caused me to install a new power unit at the cost of $34.00, which is justly chargeable to said contractor; that on account of said rental and installation of a new power unit I became entitled to receive the sum of $1,459.00; that said contractor paid me the sum of $500.00 and there is a balance due, owing and unpaid in the sum of $959.00 less a credit thereon in the approximate sum of $150.00 on account of two rollers, which were purchased and installed at the contractor's expense, but which, pursuant to our understanding, was to be deducted from the amount due me for said rental.

ELMER POWELL

Subscribed and sworn to before me this 3rd day of October, 1950.

DAVID C. SILVEN
Notary Public for Oregon

My Commission expires Feb. 19, 1954

/

LAW OFFICES
HALLOCK, DONALD, BANTA & SILVEN
SUITE 201 SOMMER BLDG.
BAKER, OREGON

BLAINE HALLOCK
JAMES T. DONALD
HAROLD BANTA
DAVID C. SILVEN
JOHN S. HORTON

September 29, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Thank you for your letter and enclosure of the 22nd inst. in connection with State Highway Contract Number 3353. In compliance with your letter, we are enclosing affidavit signed by Mr. Powell relative to his claim, which we trust you will find satisfactory. If not, please advise.

Very truly yours,

HALLOCK, DONALD, BANTA & SILVEN

By David C. Silven

DCS:mh
encl.

STATE OF OREGON)
)SS:
County of Baker)

I, Elmer Powell, being first duly sworn on oath depose and say:

That at the instance of Allen E. Sackett, contractor under Oregon State Highway Commission Contract Number 3353, I rented my caterpillar and shop to him from the 26th day of June, 1950 to the 10th day of August, 1950, both dates inclusive, at a stipulated and agreed rental of $950.00 per month, with the said Sackett to do and perform at his own expense, all maintenance work.

That a portion of such maintenance was not performed, which caused me to install a new power unit at a cost of $34.00, which is justly chargeable to said contractor; that on account of said rental, I became entitled to receive some $1,425.00, which together with said $34.00 made a total obligation of $1,459.00; that said contractor paid me the sum of $500.00 which leaves due and owing and unpaid the sum of $959.00 and that he has failed to make further payments thereon.

That said contractor is entitled to credit thereon in the approximate sum of $150.00 on account of two rollers which were purchased and installed at his expense pursuant to our understanding; that I do not know the exact amount thereof, but the same will not exceed the sum of $75.00 per roller.

That I make this affidavit of claim pursuant to the rules and regulations of the State Highway Commission of the State of Oregon in order to obtain a certified copy of the aforesaid contract and the bond posted by said contractor.

Elmer Powell

Subscribed and sworn to before me this 29th day of September, 1950.

David C. [illegible]
Notary Public for Oregon

My Commission Expires Feb. 19, 1954

Query

RECEIVED
FOR FILING

X 37 (1)

3353

September 22, 1950

Hallock, Donald, Banta & Silven
Suite 201 Sommer Building
Baker, Oregon

Attention: Mr. David C. Silven

Gentlemen:

We have your letter of September 19 in which you state that Mr. Elmer Powell of Baker has a claim against Allen E. Sackett for rental of a tractor in connection with Mr. Sackett's operations on the Sumpter Highway construction job. This work, apparently, is in connection with State Highway Contract No. 3353 awarded to Allen E. Sackett for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County. You state that Mr. Sackett still owes Mr. Powell a balance of $959.00.

As requested there is attached hereto a certified copy of State Highway Contract No. 3353 and the bond furnished therewith. Will you kindly provide us with an affidavit of claim as we are required to have such an affidavit when furnishing a certified copy of a contract and bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

[illegible]
9-22-50

BLAINE HALLOCK
JAMES T. DONALD
HAROLD BANTA
DAVID C. SILVEN
JOHN S. HORTON

LAW OFFICES
HALLOCK, DONALD, BANTA & SILVEN
SUITE 201 SOMMER BLDG.
BAKER, OREGON

September 19, 1950

3353

State Highway Commission,
Salem, Oregon.

Re: Alan E. Sackett, Sumpter Highway Construction Job

Gentlemen:

We represent Mr. Elmer Powell of this city, who rented his caterpillar and shop to Mr. Sackett for use in the above mentioned construction work from June 26th to August 10th, 1950, at an agreed rental of $950.00 per month, Sackett to maintain the same.

Sackett has failed to pay Mr. Powell any sum whatsoever therefor except $500.00, and there is a balance of $959.00. Our letters to Mr. Sackett and to his foreman, Mr. Douglas Button have been ignored, and we have therefore been directed to bring legal proceedings against Mr. Sackett, and to collect on his bond if necessary.

We will therefore appreciate it if you will furnish us a true copy of the bond filed by Mr. Sackett in connection with this construction work. Your early attention to this will be deeply appreciated.

Very truly yours,

HALLOCK, DONALD, BANTA & SILVEN

By David C. Silven

DCS:bb

REFERRED TO
BY SECRETARY

RECEIVED
OCT 6 1950
FOR FILING

Mrs Lewis

8-77(1)

3353

September 22, 1950

General Casualty Company of America
Board of Trade Building
Portland 4, Oregon

Attention: Edna M. Stewart

Gentlemen and Madam:

We have received a letter dated September 19 from Attornies Hallock, Donald, Banta and Silven, Sommer Building, Baker, advising that Mr. Elmer Powell of Baker has a claim against Mr. Sackett in the amount of $959. They state that this claim is for rental of a caterpillar tractor furnished to Mr. Sackett on the Sumpter Highway construction job between June 26 and August 10, 1950. This apparently is State Highway Contract No. 3353 awarded to Allen E. Sackett for grading and surfacing the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County.

This information is furnished as your Company appears as surety on the bond executed in connection with State Highway Contract No. 3353.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attn: Surety Department

Mr. Allen E. Sackett
802 Ninth Street
Hood River, Oregon

NOTED ON CARD

RECEIVED

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

3353

8 - 97 (1)

3353

August 23, 1950

Mr. H. B. Glaisyer
Secretary

Dear Mr. Glaisyer:

I am attaching the original assignment of Allen E. Sackett for $15,292.35, covering amount due on estimate 2 of Contract 3353 together with consent of surety on this assignment.

So far, there does not seem to be any reply to Mr. Smith's letter of August 11, 1950 concerning the assignment of all money due on this contract and I will therefore trace Mr. Sackett in an endeavor to secure the signed forms or some advice as to his intent on the matter of a general assignment.

Very truly yours,

Geo. W. Alling

George W. Alling
Accounting Division

GWA:eb
att.

REFERRED TO [illegible]- ans forms
BY SECRETARY
notes on card and file in contract

RECEIVED
AUG 1[illegible] 1950
FOR FILING

5-97(1)

3353

Salem, Oregon
August 16, 1950

Mr. J. M. Devers
Chief Counsel

Attention: Mr. R. L. Porter

Attached hereto, for further handling, is a fully executed Quitclaim Deed to Walter L. and Nellie B. Langlitz for a parcel of land lying within the right of way of the old Sumpter Valley Railroad on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Highway in Baker County, Oregon.

Secretary

rn
attach: 1

ORM E-123 30M 5-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

August 9, 1950

File No. 15999
Salisbury Junction-Poker Creek Sec.
Sumpter Valley Highway

Mr. H. B. Glaisyer
Secretary
State Highway Commission
Office

Dear Sir:

On April 24th, the State Highway Commission approved the purchase of 1.9 acres from Walter L. and Nellie B. Langlitz for the right of way on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Highway in Baker County, Oregon. A part of the consideration was that the State was to give the Grantors a quitclaim deed for the portion of the abandoned Sumpter Valley Railroad right of way not needed for highway purposes. The deed attached is prepared in conformance therewith.

To further explain the transaction we have prepared and enclose herewith a map showing the right of way of the State Highway. The Sumpter Valley Railroad right of way is not marked as we do not have a record as to where all the right of way of the railroad is.

Will you plase secure the approval of the State Highway Engineer and signatures of the Commission. The form has already been approved by J. M. Devers.

Yours very truly,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Assistant Right of Way Engineer

EFS/bdr
cc: F. Cooper

REFERRED TO
[illegible]
BY SECRETARY
[illegible]
done

AUTHORIZED BY HIGHWAY COMMISSION
DATE April 24, 1950 Minute page 5989
H. B. Glaisyer
Secretary

RECEIVED
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

Mr. Probert

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

August 9, 1950

Mr. R. H. Baldock,
State Highway Engineer
Salem, Oregon

Through District Office

Dear Mr. Baldock:

The revision of FAS Route 502 in Baker County, as requested by your May 29 letter to our District Engineer, is approved as a minor change under the provisions of the Federal Aid Highway Act of 1944.

The route is approved as delineated in color on the county map accompanying your letter. Since no change in description or length was involved, no supplemental tabulation was required in this instance.

The statement in your August 4 letter to Mr. Davis that the Baker County Court has approved the change is accepted as evidence of compliance with Section 3(b) of the above Act relative to cooperation with the appropriate local officials.

Very truly yours,

WHLynch

W. H. LYNCH
Division Engineer

Copy to Cattrall.

NOTED
W. C. WILLIAMS

RECEIVED
FOR FILING

FORM E-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1950

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Enclosed is a letter from Mr. T. M. Davis, B.P.R., and a suggested reply to same. The minor system revision referred to was the result of the Salisbury Junction-Poker Creek project recently contracted by the Highway Department.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Field Engineer

JFH:MM
Encl.

NOTED
W. C. WILLIAMS

August 4, 1950

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of July 11 addressed to Mr. R. H. Baldock re evidence of local concurrence in the minor system revision on FAS 502 in Baker County. This is to inform you that we have on file a map showing this minor revision which has been approved by the Baker County Court as evidenced by their signatures on this map.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JFR:MM

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

July 11, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Attention: County and City Relations

Dear Sir:

Our Division Office has requested a statement on county concurrence in connection with the papers of record relative a minor system revision for FAS Route 502 in Baker County.

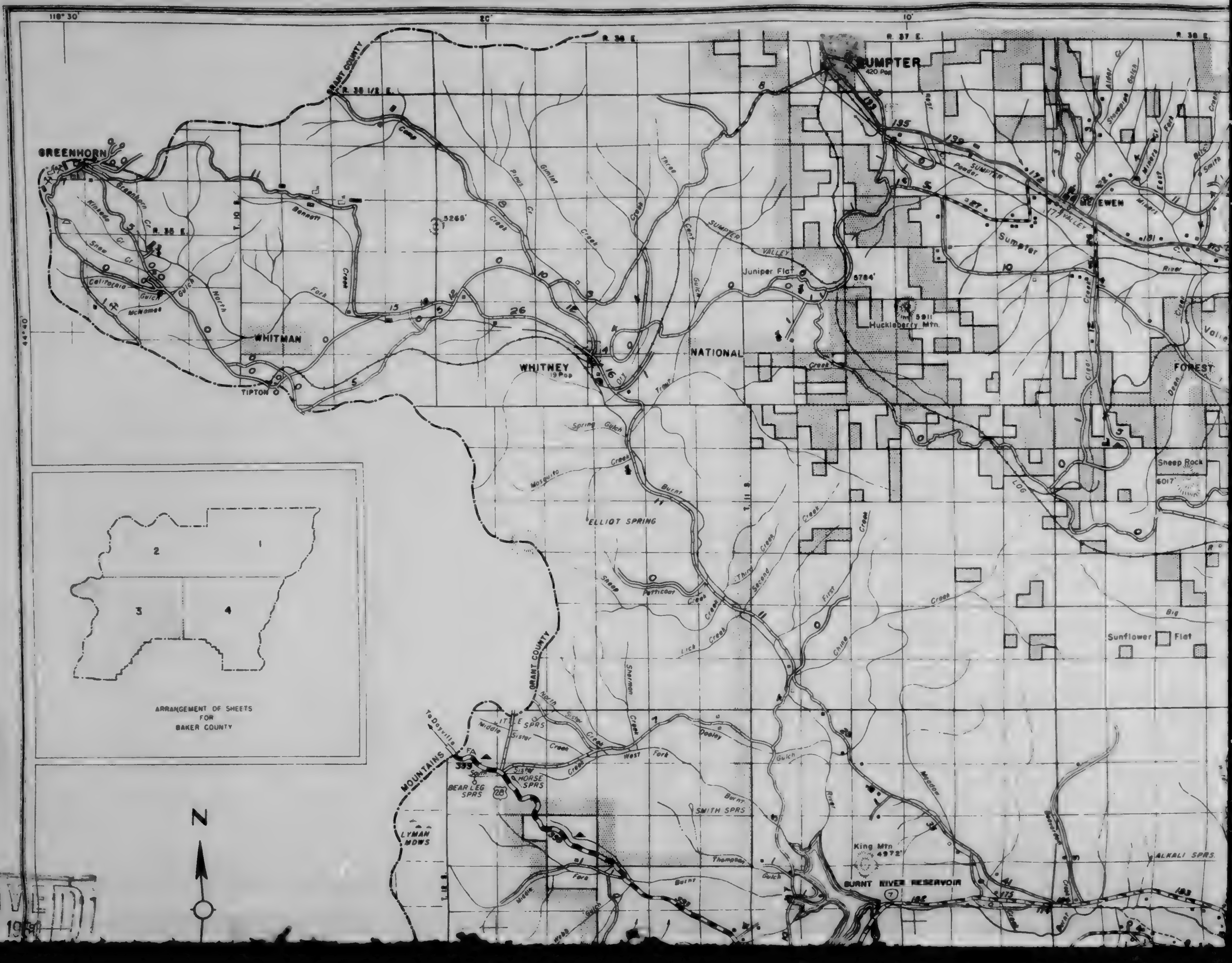
Your letter of May 29, 1950 with enclosed copies of sheet 3, General Highway Map of Baker County, Oregon did not provide evidence of local concurrence needed to satisfactorily complete the system record.

We will appreciate early action in the matter.

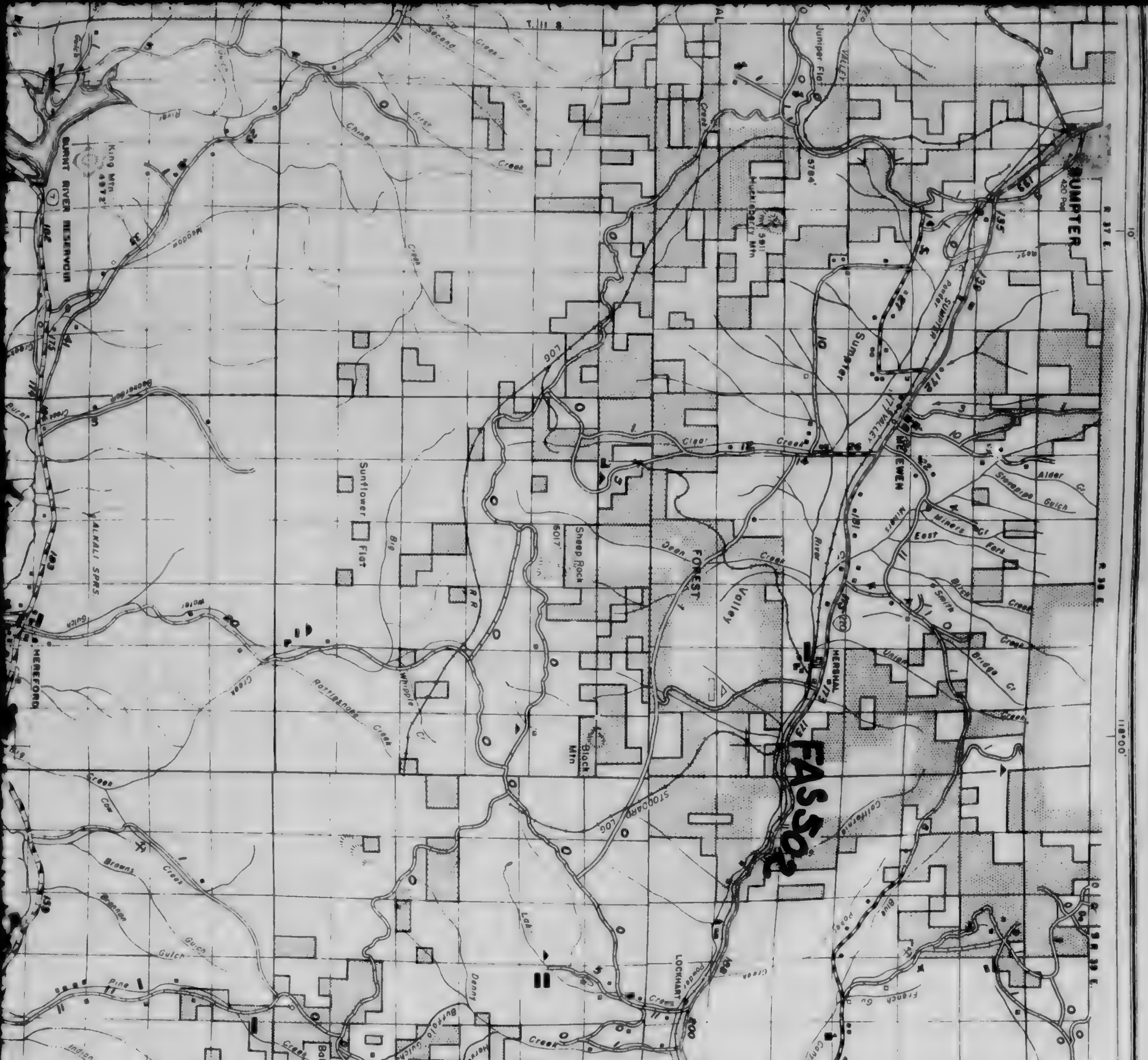
Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

RECEIVED
JUL 13 1950
ENGINEER
COUNTY [illegible] RELATIONS

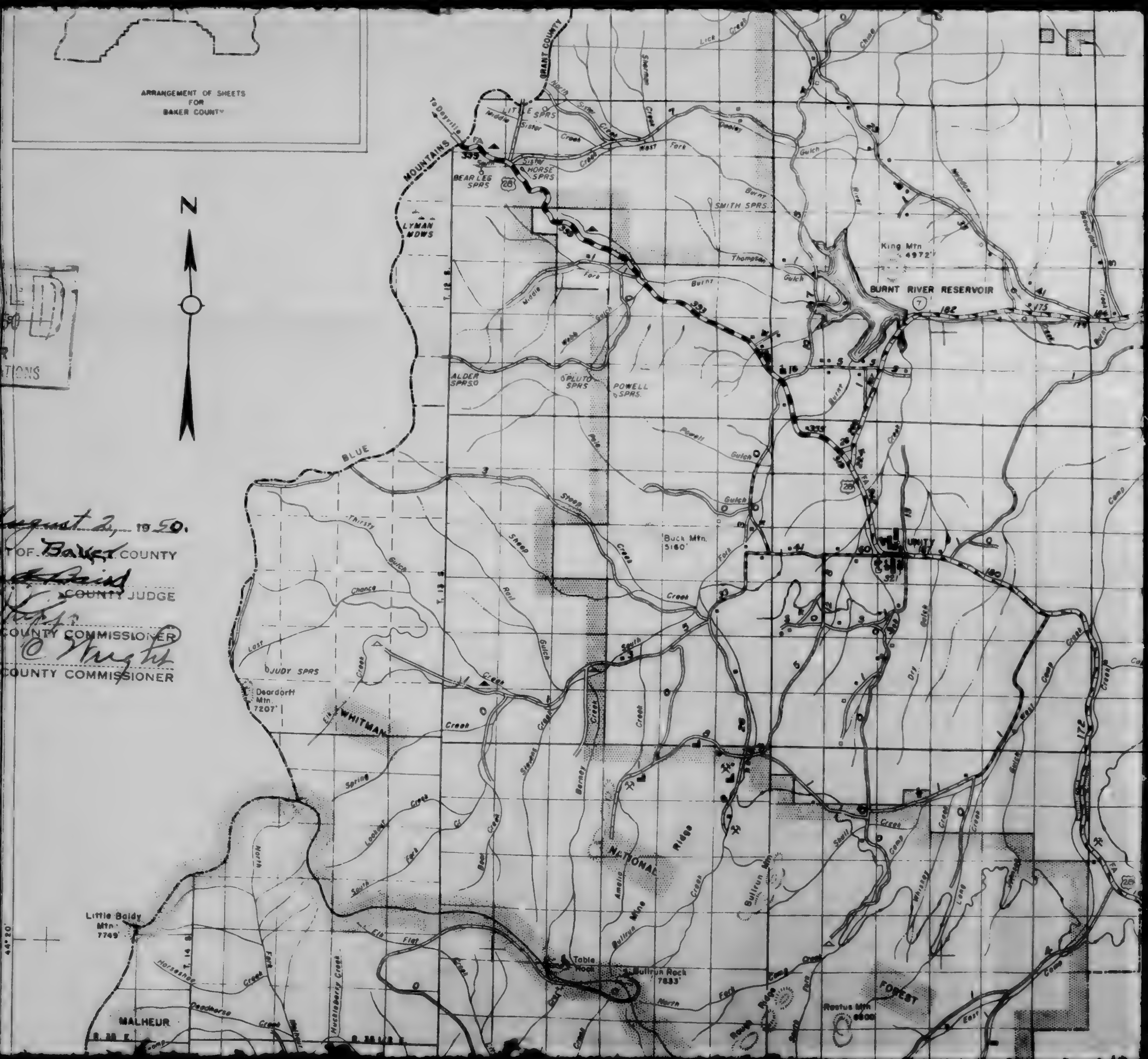

118° 30'
20'
10'
44° 40'
R. 34 E.
R. 35 E.
R. 35 1/2 E.
R. 37 E.
R. 38 E.
T. 10 S.
T. 11 S.
T. 12 S.
GREENHORN
GRANT COUNTY
SUMPTER
420 Pop
WHITMAN
TIPTON
WHITNEY
19 Pop
NATIONAL
FOREST
McEWEN
Juniper Flat
Huckleberry Mtn.
5911'
5784'
5268'
Sheep Rock
6017'
Sunflower Flat
ELLIOT SPRING
LITTLE SPRS
HORSE SPRS
BEAR LEG SPRS
SMITH SPRS
ALKALI SPRS
LYMAN MDWS
MOUNTAINS
To Dayville
King Mtn
4972'
BURNT RIVER RESERVOIR
SUMPTER VALLEY
Greenhorn Cr.
California Gulch
McNamee
Snow Cr.
Winterville
North Fork
Bennett Creek
Camp
Pine Cr.
Gimlet Creek
Three Creek
Cent Gulch
Dry
Trail
Spring Gulch
Mosquito Creek
Burnt
Sheep
Petticoat Creek
Lick Creek
Third Creek
Second Creek
First Creek
China Creek
Big Creek
Sherman Creek
North Sister Creek
Middle Sister Creek
South Sister
West Fork
Dooley
Gulch
River
Meadow
Thompson Gulch
Burnt
Middle Fork
Webb Gulch
Beaverdam Creek
Powder River
Sumpter
Clear Creek
Log
Deer Creek
Alder Cr.
Stovepipe Gulch
Miners Cr.
East Fork
Smith
Valley
28
7
N
ARRANGEMENT OF SHEETS FOR BAKER COUNTY
1
2
3
4

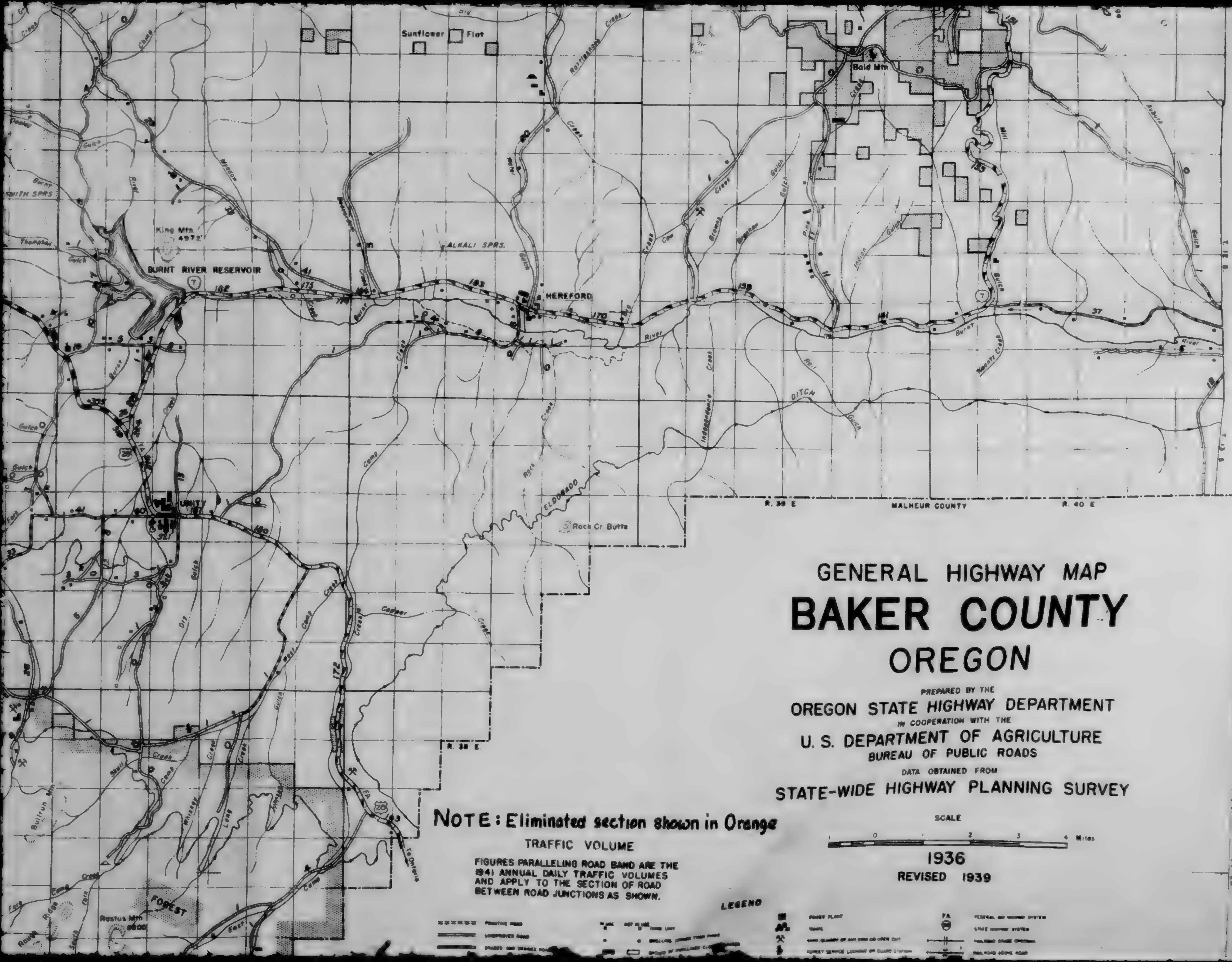
RECEIVED
AUG 3 19


SUMPTER
Sumpter
Sumpter Valley
Juniper Flat
HUCKLEBERRY Mtn
BURNT RIVER RESERVOIR
King Mtn
HEREFORD
ALKALI SPRS
Sunflower Flat
Sheep Rock
Black Mtn
FOREST
Valley
HERSHAL
McEWEN
LOCKHART
SALISBURY
Bald Mtn
Bald Ridge
QUARTZ
FAS502
Clear Creek
Deer Creek
Alder Cr
Stovepipe Gulch
Miners Cr
East Fork
Union
Bridge Cr
California
Stoddard
Log
Rattlesnake Creek
Whipple
Cow Creek
Browns Creek
Pine Creek
Indian Gulch
Buffalo Gulch
Rancheria Gulch
French Gu
Elk Creek
River
China Creek
First Creek
Second Creek
118°00'
117°50'
44°40'
R 37 E
R 38 E
R 39 E
R 40 E
T 10 S
T 11 S
T 12 S

RECEIVED
AUG 3 1950
ENGINEER
COUNT[illegible] [illegible]ATIONS

APPROVED August 2, 1950.
COUNTY COURT OF Baker COUNTY
BY Chas. Reid
COUNTY JUDGE
A.M. Shipp
COUNTY COMMISSIONER
Lee C. Wright
COUNTY COMMISSIONER


ARRANGEMENT OF SHEETS
FOR
BAKER COUNTY
N
GRANT COUNTY
To Dayville
MOUNTAINS
BLUE
LITTLE SPRS
HORSE SPRS
BEAR LEG SPRS
LYMAN MDWS
ALDER SPRS
PLUTO SPRS
POWELL SPRS
SMITH SPRS
King Mtn 4972'
BURNT RIVER RESERVOIR
Buck Mtn. 5160'
UNITY
JUDY SPRS
Deardorff Mtn. 7207'
WHITMAN
NATIONAL
Ridge
Bullrun Mtn
Table Rock
Bullrun Rock 7833'
FOREST
Rastus Mtn 6600
Little Baldy Mtn. 7749'
MALHEUR
44°20'
T. 12 S.
T. 14 S.
Huckleberry Creek
Horseshoe
Deadhorse
North Fork
Sheep Creek
Thirsty
Chance
Lost
Camp Creek
Whitney
Long Creek
Dry Gulch
West Camp Creek
Burnt
Thompson
Lick Creek
Sister
Dooley
Powell Gulch
Stevens Creek
Barney Creek
Amelia
Bullrun Mine
Elk Flat
South Fork
Lookout
Spring
333
26
7
182
175
172
180
321


Sunflower Flat
Bald Mtn
King Mtn 4972'
BURNT RIVER RESERVOIR
SMITH SPRS
ALKALI SPRS.
HEREFORD
Burnt River
Rattlesnake Creek
Cow Creek
Browns Creek
Pine Creek
Indian Gulch
Mill Creek
Auburn Gulch
Koontz Creek
Independence Creek
DITCH
Rock Creek
ELDORADO
Rock Cr Butte
Camp Creek
Copper Creek
Dry Gulch
West Camp Creek
Whiskey Creek
Long Creek
Johnson
Bullrun Mtn
Rastus Mtn 6600
FOREST
To Ontario
R. 38 E.
R. 39 E
MALHEUR COUNTY
R. 40 E
T. 12 S.
T. 13 S.
44° 20'
LEGEND
PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
IN USE
NOT IN USE
FARM UNIT
DWELLING
POWER PLANT
MINE, QUARRY OF ANY KIND OR OPEN CUT
FOREST SERVICE LOOKOUT OR GUARD STATION
FA
FEDERAL AID HIGHWAY SYSTEM
STATE HIGHWAY SYSTEM
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD

GENERAL HIGHWAY MAP

BAKER COUNTY

OREGON

PREPARED BY THE

OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE

U. S. DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DATA OBTAINED FROM

STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE

0 1 2 3 4 Miles

1936

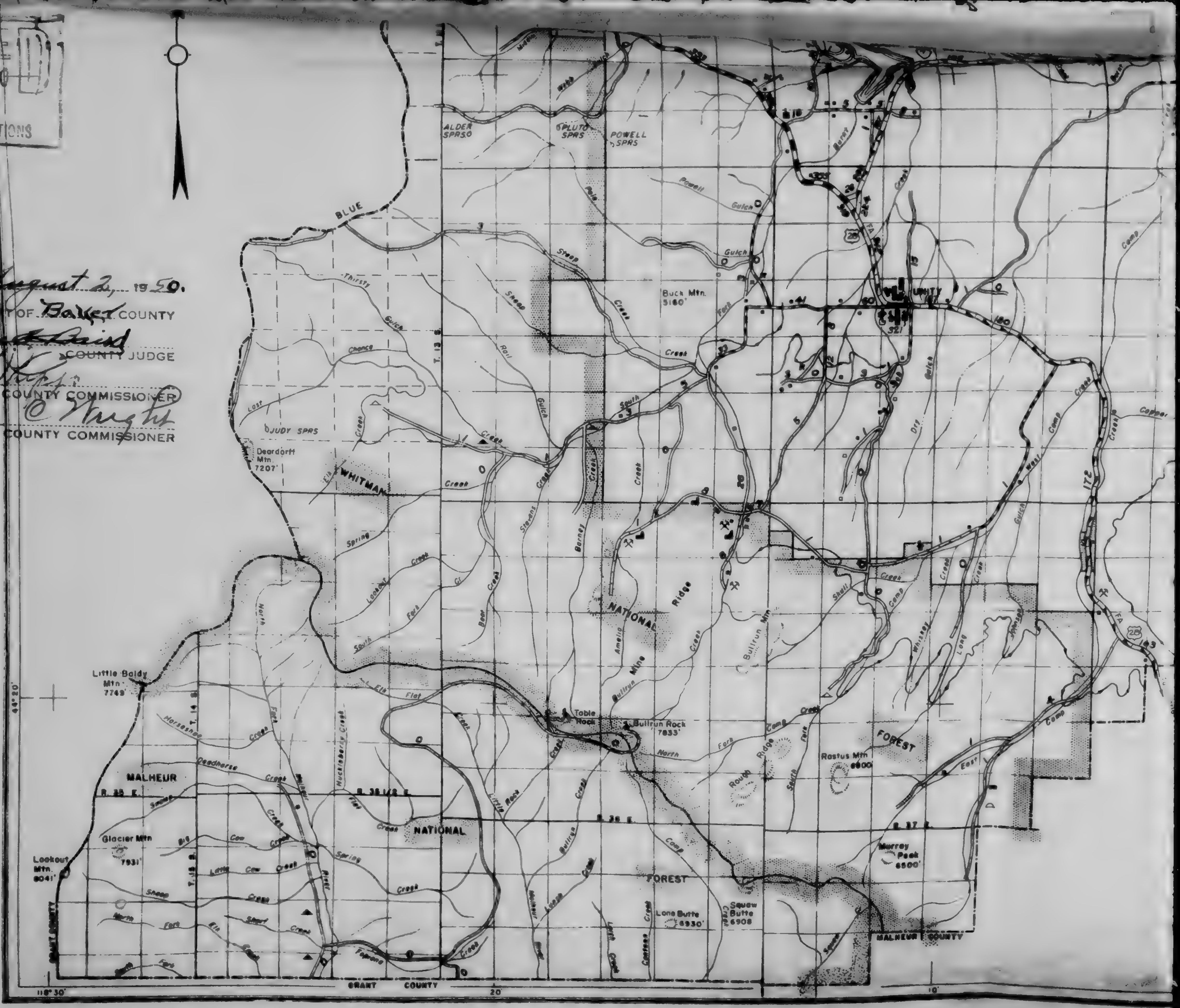
REVISED 1939

NOTE: Eliminated section shown in Orange

TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

RECEIVED
AUG 3 1950
ENGINEER
COUNTY & CITY RELATIONS


BLUE
WHITMAN
NATIONAL
FOREST
MALHEUR
NATIONAL
FOREST
GRANT COUNTY
MALHEUR COUNTY
ALDER SPRS
PLUTO SPRS
POWELL SPRS
JUDY SPRS
Deardorff Mtn. 7207'
Buck Mtn. 5160'
UNITY
Little Baldy Mtn. 7749'
Lookout Mtn. 8041'
Glacier Mtn 7931'
Table Rock
Bullrun Rock 7833'
Bullrun Mtn
Rastus Mtn 6600
Murray Peak 6500'
Lone Butte 6930'
Squaw Butte 6908
Ridge
Rough Ridge
T. 13 S.
T. 14 S.
T. 15 S.
R. 35 E.
R. 35 1/2 E.
R. 36 E.
R. 37 E.
44°20'
118°30'
20'
10'
Thirsty
Chance Gulch
Lost Creek
Sheep Creek
Rail Gulch
South Fork
Powell Gulch
Camp Creek
Dry Gulch
West Camp Creek
Whiskey Creek
Long Creek
Johnson
East Camp
Elk Flat
Spring Creek
Lookout Creek
Bear Creek
Stevens Creek
Barney Creek
Amelia Mine
Bullrun Creek
Little Rock Creek
Huckleberry Creek
Deadhorse Creek
Horseshoe
Big Cow Creek
Little Cow Creek
Sheep Creek
Short Creek
North Fork Elk Creek
Fopiano
Copper Creek
Burnt
172
26
7
5
3
321
180

APPROVED August 2, 1950.

COUNTY COURT OF Baker COUNTY

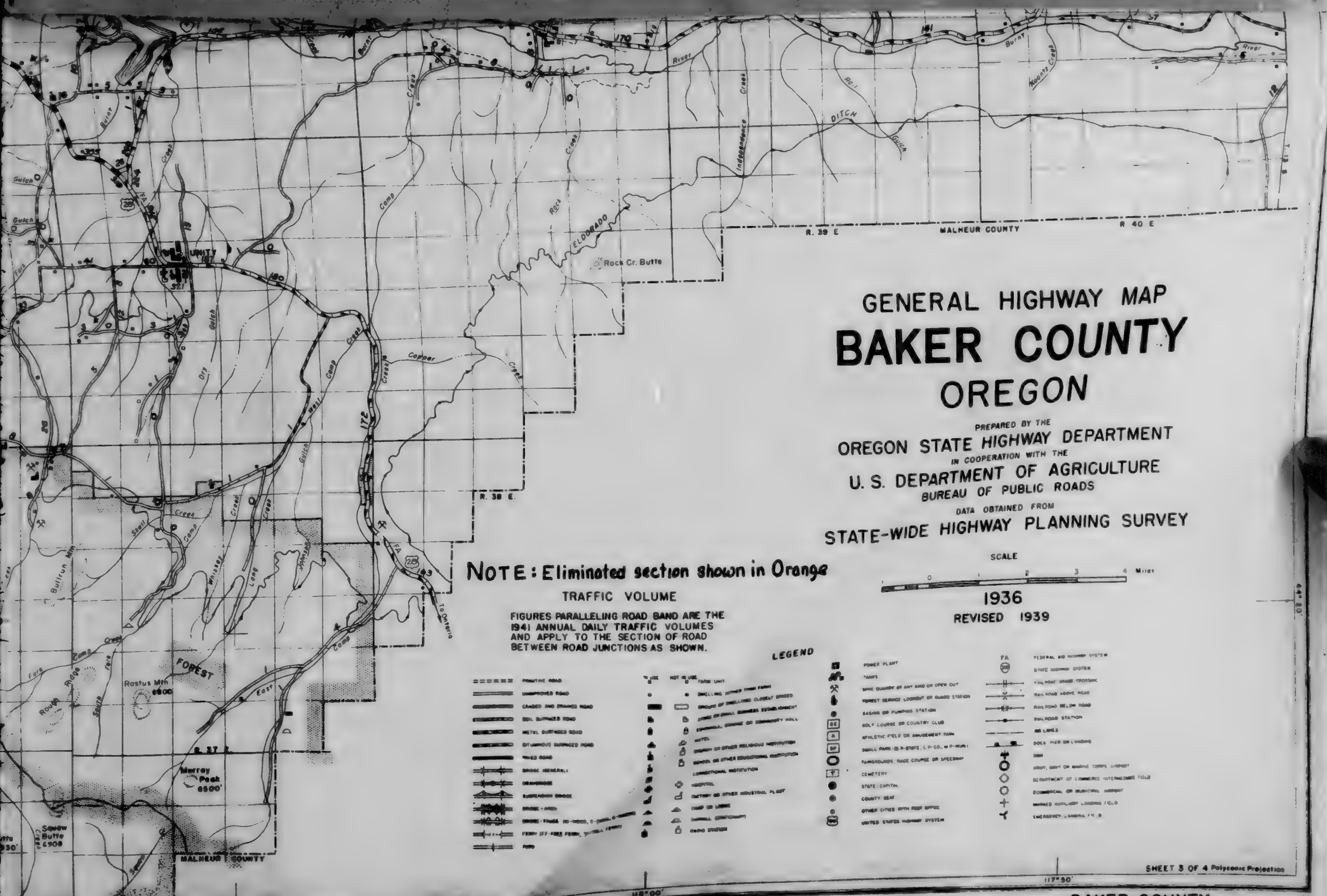
BY

COUNTY JUDGE

COUNTY COMMISSIONER

Lee O Wright

COUNTY COMMISSIONER


UNITY
Burnt River
Bullrun Mtn
Rastus Mtn 6600
Murray Peak 6600'
Sawtooth Butte 6908
FOREST
MALHEUR COUNTY
R. 37 E.
R. 38 E.
R. 39 E
R 40 E
Rock Cr. Butte
ELDORADO
DITCH
Gulch
Dry Gulch
Camp Creek
Whiskey Creek
Long Creek
Johnson
East Camp Creek
West Camp Creek
Copper Creek
Rock Creek
Independence Creek
Koontz Creek
Shell Creek
South Fork
Rough Ridge
To Ontario
FA
26
172
180
187
117°30'
118°00'
44°20'
LEGEND
PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
BITUMINOUS SURFACED ROAD
PAVED ROAD
BRIDGE (GENERAL)
DRAWBRIDGE
SUSPENSION BRIDGE
FERRY
FORD
IN USE
NOT IN USE
FARM UNIT
DWELLING
GROUP OF DWELLINGS CLOSELY SPACED
HOTEL
CHURCH OR OTHER RELIGIOUS INSTITUTION
SCHOOL OR OTHER EDUCATIONAL INSTITUTION
CORRECTIONAL INSTITUTION
HOSPITAL
FACTORY OR OTHER INDUSTRIAL PLANT
CAMP OR LODGE
RADIO STATION
POWER PLANT
TANKS
MINE QUARRY OF ANY KIND OR OPEN CUT
FOREST SERVICE LOOKOUT OR GUARD STATION
GOLF COURSE OR COUNTRY CLUB
ATHLETIC FIELD OR AMUSEMENT PARK
FAIRGROUNDS, RACE COURSE OR SPEEDWAY
CEMETERY
STATE CAPITAL
COUNTY SEAT
OTHER CITIES WITH POST OFFICE
UNITED STATES HIGHWAY SYSTEM
FEDERAL AID HIGHWAY SYSTEM
STATE HIGHWAY SYSTEM
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
RAILROAD STATION
AIR LINES
DOCK, PIER OR LANDING
DAM
ARMY, NAVY OR MARINE CORPS AIRPORT
DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARKED AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD
SCALE
0
1
2
3
4 Miles

GENERAL HIGHWAY MAP
BAKER COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

1936
REVISED 1939

NOTE: Eliminated section shown in Orange

TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

SHEET 3 OF 4 Polyconic Projection

NOVEMBER 1936 BAKER COUNTY OREGON 1

RECEIVED
FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

July 24, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-97(1)
Salisbury Junction-Poker Creek Sec.

Dear Sir:

Enclosed herewith for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

For

m PR 2 (Revised 1946)

83

State **Oregon**

Federal Aid Secondary Project No. **S-97(1)**

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of July, 1950, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 14th day of September, 1949, a program, which was approved on the 8th day of November, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 7th day of April, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of fifty-one thousand and 00/100 dollars ($51,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1+35 in the NE 1/4, Section 36, T. 10 S., R. 39 E., W.M., and survey station 216+10 in the SW 1/4, Section 28, T. 10 S., R. 39 E., W.M., except stations 37+25 to 38+05 and including a "Y" connection stations 0+45 to 1+85.6.

, length 4.075 miles, in Baker County, being Oregon Federal Aid / Secondary project No. S-97(1), consisting of 4.075 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of fifty-one thousand and 00/100 dollars ($51,000.00), which does not exceed the authorized Federal pro rata share of eighty-six thousand, four hundred forty-three and 50/100 dollars ($86,443.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By W. K. McKeen
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

RECEIVED
FOR FILING

June 26, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Salisbury-Poker Creek Section, Project No. S-97 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JNN:cw

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-97 (1)

SALISBURY JUNCTION-POKER CREEK SECTION OF THE SUMPTER VALLEY HIGHWAY IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 15, 1950

Type Code 5231
Roadway (Sta. 1+35 to 216+10)

All Required		Clearing and Grubbing		$ 5,800.00
690	cu. yds.	Trench Excavation, Unclassified	$ 1.00	690.00
2,600	cu. yds.	Special Borrow Excavation, Unclassified	0.32	832.00
51,000	cu. yds.	General Excavation, Unclassified	0.28	14,280.00
75,000	yd. sta.	Short Overhaul	0.01	750.00
660	C-Yd. stas.	Long Overhaul	0.40	264.00
370	cu. yds.	Rock Slope Protection	4.00	1,480.00
4.05	miles	Finishing Roadbed and Slopes	300.00	1,215.00
370	lin. ft.	18-inch Corrugated Metal Pipe	3.50	1,295.00
90	lin. ft.	24-inch Corrugated Metal Pipe	5.00	450.00
230	lin. ft.	36-inch Corrugated Metal Pipe	9.00	2,070.00
100	lin. ft.	72-inch Corrugated Metal Pipe, Uncoated	25.00	2,500.00
20	lin. ft.	24-inch Concrete Pipe	7.50	150.00
190	lin. ft.	Salvaging Culvert Pipe	1.00	190.00
20,200	cu. yds.	Selected Roadbed Topping	0.32	6,464.00
25,000	yd. mi.	Hauling Roadbed Topping	0.10	2,500.00
5,200	cu. yds.	1" - 0" Rock in Leveling Course and Shoulders	2.60	13,520.00
550	M-gals.	Sprinkling	2.00	1,100.00
4.05	miles	Preparation of Base	200.00	810.00
2,700	cu. yds.	Furnishing and Placing Aggregates	4.25	11,475.00
250	tons	Furnishing and Placing 150-200 Asphalt	43.00	10,750.00
			Subtotal	$78,585.00
			10% Engr. & Cont.	7,858.50
			Total	$86,443.50

Length of Roadway	4.075 miles
Length of Bridge	.015 mile
Total Length	4.090 miles
Cost per mile, Roadway	$21,213.12

Federal Aid Secondary Funds	$51,000.00
State Funds	35,443.50
	$86,443.50

State Funds for Const.: Chap. 175, laws 1917: Chap. 31, laws 1920: Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

April 4, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and eight copies of program change form for the Salisbury-Poker Creek Section, Project No. S-97 (1).

Six bid proposals and one set of full scale plans were sent to you yesterday.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-97 (1)

SALISBURY JUNCTION-POKER CREEK SECTION
OF THE SUMPTER VALLEY HIGHWAY IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 4, 1950

Type Code 5231

Roadway (Sta. 1+35 to 216+10)

All Required		Clearing and Grubbing		$ 3,000.00
690	cu. yds.	Trench Excavation, Unclassified	$ 3.00	2,070.00
2,600	cu. yds.	Special Borrow Excavation, Unclassified	0.35	910.00
51,000	cu. yds.	General Excavation, Unclassified	0.35	17,850.00
75,000	yd. sta.	Short Overhaul	0.02	1,500.00
660	C-yd. sta.	Long Overhaul	0.50	330.00
370	cu. yds.	Rock Slope Protection	3.00	1,110.00
4.05	miles	Finishing Roadbed and Slopes	400.00	1,620.00
370	lin. ft.	18" Corr. Metal Pipe	3.00	1,110.00
90	lin. ft.	24" Corr. Metal Pipe	4.50	405.00
230	lin. ft.	36" Corr. Metal Pipe	9.50	2,185.00
100	lin. ft.	72" Corr. Metal Pipe, Uncoated	30.00	3,000.00
20	lin. ft.	24" Concrete Pipe	4.50	90.00
190	lin. ft.	Salvaging Culvert Pipe	2.00	380.00
20,200	cu. yds.	Selected Roadbed Topping	0.45	9,090.00
25,000	yd. mi.	Hauling Roadbed Topping	0.12	3,000.00
5,200	cu. yds.	1" - 0" Rock in Leveling Course and Shoulders	2.50	13,000.00
550	M-gal.	Sprinkling	3.00	1,650.00
4.05	miles	Preparation of Base	200.00	810.00
2,700	cu. yds.	Furnishing and Placing Aggregates	4.00	10,800.00
250	tons	Furnishing and Placing 150-200 Asphalt	45.00	11,250.00
			Subtotal	$85,160.00
			10% Engr. & Cont.	8,516.00
			Total	$93,676.00

Length of Roadway	4.075 miles
Length of Bridge	.015 mile
Total Length	4.090 miles
Cost per mile, Roadway	$22,987.97

Federal Aid Secondary Funds	$56,000.00
State Funds	37,676.00
	$93,676.00

SALISBURY JUNCTION-POKER CREEK SECTION

PROJECT NO. S-97 (1)

While negotiations for rights of way are in progress three parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way or rights of entry can be made fully available within twenty days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

April 4, 1950

RECEIVED
FOR FILING

S-97 (1)

3353

June 21, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on June 19, 1950 on Contract No. 3353, Salisbury Junction-Baker Creek Section, in connection with Federal Aid Project No. S-97 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:ew

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[illegible]
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8-77-0[illegible]

3353

June 16, 1950

Allen E. Sackett
802 9th Street
Hood River, Oregon

Dear Sir:

We are enclosing herewith a fully executed copy of Contract No. 3353, which was awarded to you on June 7, 1950, by the State Highway Commission, covering Grading & Oil Mat Surfacing on the Salisbury Junction - Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:amo

Recorded [illegible]

RECEIVED
FOR FILING

June 7, 1950

Allen E. Sackett
802 - 9th Street
Hood River, Oregon

Dear Mr. Sackett:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, surfacing and oiling on the Salisbury Junction-Poker Creek Section of the Sumpter Valley Secondary Highway in Baker County. This award was based on your low bid of $78,985.00 submitted on April 25, 1950.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - H. G. Smith
Goldie Lewis
S. H. Probert
L. R. White

5+c

service desired;
this message will be
as a full rate telegram

FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

AGENDA
JUL 10 1950

Send the following message, subject to the terms on back hereof, which are hereby agreed to

ALLEN E. SACKETT
802 - 9th STREET
HOOD RIVER, OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT FOR SALISBURY JUNCTION-POKER CREEK SECTION OF SUMPTER VALLEY HIGHWAY IN BAKER COUNTY BASED ON YOUR LOW BID SUBMITTED APRIL 25. CONTRACT FORMS FOLLOW SHORTLY.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

Files

Set confirmed

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

S 97(1)

3355

June 7, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In view of your telegram of this date advising that all required rights of entry are acquired for Oregon Secondary Project S-97(1) Salisbury Junction-Poker Creek Project, we hereby concur in award of contract, as requested, to Allen E. Sackett of Hood River who submitted the low bid on April 25, 1950.

Very truly yours,

T. M. DAVIS
District Engineer

By: C. G. Polk
Senior Highway Engineer

VICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JUNE 7, 1950

MR. T. H. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
233 S. W. 6th STREET
PORTLAND, OREGON

CONCURRENCE REQUESTED AWARD TODAY CONTRACT SALISBURY JUNCTION-POKER CREEK PROJECT TO ALLEN E. SACKETT OF HOOD RIVER. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

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7 1950
FOR FILING
FORM E-30 25M 6-49 32802

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 6, 1950

SUBJECT: Salisbury Junction-Poker Creek Sec.
Sumpter Valley Highway
Baker County

To: Mr. W. C. Williams
Assistant State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

We have secured all the right of way for the Salisbury Junction-Poker Creek Section of the Sumpter Valley Highway, Baker County, therefore you may award the contract.

Very truly yours,

J. M. DEVERS

By Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:MA

(In triplicate)

FORM E-123X 25M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

May 29, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Enclosed are five copies of sheet 3, General Highway Map of Baker County, on which a minor revision at the east end of FAS 502 is shown in color. This revision is in connection with Oregon Project S-97(1), Salisbury Junction-Poker Creek Section.

Approval of this minor route revision by the Bureau of Public Roads is assumed as per the letter of April 10 from Mr. W. H. Lynch, Division Engineer, Bureau of Public Roads, approving a sketch map of this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. John W. Cattrall

RECEIVED
MAY 29 1950
ENGINEER
COUNTY & CITY RELATIONS

Salem, Oregon
May 26, 1950

NOTED
J. W. CATTRALL

Mr. R. H. Baldock
State Highway Engineer

Enclosed is a draft of a suggested letter of transmittal to the B.P.R. with five copies of sheet 3, General Highway Map of Baker County, for enclosure. Five copies of the letter of transmittal should accompany the five copies of the map to the B.P.R.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Field Engineer

JFH:MM
Encl.

~~RECEIVED~~
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~~OREGON DISTRICT~~

No. 1941

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

April 10, 1950

1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your request of April 4th, 1950 for a major program change on Item No. 103, F.A.S. Route 502, Project No. S-97(1), Salisbury to Poker Creek.

This change consisted of changing the low-type surfacing to a two lane intermediate type surface and also the inclusion of a bridge. The funds set up in the previous program were also reduced and the project lengthened 0.090 mile.

In view of the State's expressed desire to place this project in line for bidding at the April 24th bid opening, we have approved the change in type of surfacing from a low-type to an intermediate type as a minor change.

However, authority to include the bridge is not vested in this office, and must be referred to Washington. In this instance, we are approving the change in type and authorizing advertising with the understanding that the State will request the programming of the bridge as a separate item. May we suggest that submission of the bridge item for programming be not unnecessarily delayed in order that it may be in program status when you desire to advertise it for construction.

Very truly yours,

T M Davis
T. . AVIS
District Engineer

W. C. WILLIAMS

No. 1941

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~~OREGON DISTRICT~~

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

April 10, 1950

1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

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However, authority to include the bridge is not vested in this office, and must be referred to Washington. In this instance, we are approving the change in type and authorizing advertising with the understanding that the State will request the programming of the bridge as a separate item. May we suggest that submission of the bridge item for programming be not unnecessarily delayed in order that it may be in program status when you desire to advertise it for construction.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

W. C. WILLIAMS

Date: April 11, 1950 ASSIGNMENT No. 19411
By _

Description: Tom Davis' letter of April 10 re program change on Item No. 103, FAS Route 502, Proj. S-97 (1), Salisbury to Poker Creek

Acknowledged by _____ Referred to Probert ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _______________ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed ______ Report received ______

Remarks: **Please submit item for programming as soon as possible.**
WCW

Apr. 12 '50 Ret'd with notation "Request for programming of bridge went to Davis yesterday"

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FOR FILING
OREGON DISTRICT

[illegible]

[illegible]
BUREAU [illegible]
~~PUBLIC ROADS~~ ADMINISTRATION
~~FEDERAL~~ WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

April 7, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-97(1), Salisbury Junction to Poker Creek Section of the Sumpter Valley Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids. Award of contract will be withheld pending receipt of advice that all rights of way or rights of entry have been obtained.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 12, 1948

IN REPLY PLEASE
REFER TO FILE

Copy

Mr. J. M. Devers
Salem, Oregon

Attention: Mr. DeSouza

Dear Sir:

Listed for reconnaissance appraisal in your letter dated Oct. 14th, is a section of about 20 miles from Salisbury to Sumpter in Baker County.

I have been over this present road recently but cannot, at the present time, find any information that will be of any help. Part of this line is owned by U. S. Government and considerable was deeded to the State by Sumpter Valley R. R.

Mr. Bickmore says on account of the recent right of way of Sumpter Valley being deeded to the State he is in no position to give me any definite location at this time as this will change the proposed location. Mr. Bickmore expects to be able to put some time in on this job in the near future and as soon as he has enough information to enable us to make an appraisal he will notify me and I811 come back here.

I have a deal to close on stockpile site here and plan on going back to Canyon City tomorrow and from there I will go to Harney County on the appraisal requested South of Crane.

Very truly yours,

J. M. Devers
By

/S/ R. W. Cozad
R. W. Cozad

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are five copies of sheet 3, General Highway Map of Baker County, on which a minor revision at the east end of FAS 502 is shown in color. This revision is in connection with Oregon Project S-97(1), Salisbury Junction-Poker Creek Section.

Approval of this minor route revision by the B.P.R. is assumed as per the letter of April 10 from Mr. W. H. Lynch, Division Engineer, B.P.R., approving a sketch map of this project.

Very truly yours,

JFH:MM
5/26/50

F-28(3) Ontario-Nyssa Sec., Old Oregon 1950
Trail Hwy.
#3370
Folder # 1

RECEIVED
JAN [illegible] 1952
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7-6

AGENDA
DEC 2 0 1951

2-C

Confirm for the record employment of Anthony Yturri as counsel in case Strasbaugh vs State

Also Cockran if not already covered in minutes

C. C. R.

FORM E-30X 25M 9-49 34890

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 4, 1951

SUBJECT: Strasbaugh vs. State
L 1731

To: Mr. R. H. Baldock
State Highway Engineer

Dear Mr. Baldock:

The following information is being supplied in compliance with your request regarding the employment of Mr. Anthony Yturri, rather than Mr. Robert Lytle, as an attorney to assist in the defense of the above-entitled case.

I have searched the file and have conferred with Mr. Fred Miller, and the following is a brief resume of all of the information that I have regarding the possibility of Mr. Lytle's employment in connection with this case.

During the month of February, 1951, Mr. Devers, together with Mr. Miller and Mr. R. L. Porter, Assistant Right of Way Engineer, visited Ontario and Vale, Oregon, in connection with this case and, while there, called upon Mr. Lytle. Mr. Miller and Mr. Porter were not present during all of the conversations between Mr. Devers and Mr. Lytle, but it is Mr. Miller's opinion that Mr. Lytle was not employed at that time and that Mr. Devers called upon him merely because he and Mr. Devers were old friends and probably to get Mr. Lytle's views relative to certain aspects of the case.

In September of 1951, Mr. Miller was again in Ontario and Vale, Oregon, with respect to this case and at that time, upon Mr. Devers' request, called upon Mr. Lytle to incuire as to whether or not Mr. Lytle had any interest in the case or had any commitments or obligations with respect to the case which would prevent his appearing for the State, and to inquire as to whether Mr. Lytle would be willing to appear for the State. Mr. Lytle indicated that he had no commitments and that he was free to appear in the case but wanted it definitely understood that he would not be a "rubber stamp".

Mr. R. H. Baldock
Page Two

December 4, 1951

Within a week or so thereafter, Mr. Levers became ill, which brief illness, of course, was followed by his death, and the subsequent contacts with Mr. Lytle are reflected by two letters in the file, dated October 3, 1951, and November 16, 1951, copies of which are enclosed herewith. You can see that Mr. Lytle was never actually employed, although he was contacted as to his availability and willingness to accept such employment.

After giving this matter considerable thought and taking into account the appeal that the several local attorneys would have in a jury trial, as well as the relative ability and aggressiveness of several local attorneys, it was my recommendation to the Highway Commission that Mr. Anthony Yturri be employed, with the approval of the Attorney General, to assist the State's attorneys in the trial of this case. The employment of Mr. Yturri was to be in addition to the employment of Mr. George T. Cochran of the firm of Eberhard and Cochran of La Grande. As you know, it was the wishes of the Commission that Mr. Cochran become associated in this case because of his great experience in the matter of water rights and other litigation involving water.

To the best of my knowledge, Mr. Yturri is professionally well qualified, is held in high esteem in his community, takes an active interest and participates in civic affairs, and is a very successful trial lawyer. Mr. Yturri has evidenced his devotion to civic duty by appearing before the Commission on at least one occasion, and probably more, as a member of delegations from Malheur County with respect to highway improvements, and I understand that Mr. Yturri has been, and probably is now, a member of the Streets and Roads Committee of the local Chamber of Commerce.

Since becoming associated with this office in connection with this case, Mr. Yturri has conferred with Mr. Miller in Portland regarding all of the aspects of the case, and has initiated further search of both facts and law relative to the case, and has shown a whole-hearted spirit of cooperation in doing all within his power to assist in the successful defense of this case. It is my opinion that Mr. Yturri will serve the State well in connection with this case and that we are being greatly benefited by his assistance.

If any other facts are desired relative to any particular qualification of Mr. Yturri, I will be glad to secure the same and advise you accordingly.

Very truly yours,

C. W. ENFIELD
Chief Counsel

CWE:amc
Enc.

C O P Y

FORM E-123X 25M 6-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 16, 1951

Honorable Robert Lytle
Attorney at Law
Vale, Oregon

Dear Mr. Lytle:

Since writing you on October 3, 1951, I have waited for information to come from the Highway Commission in order that I may be able to definitely inform you on the matter on which I conferred with you for our late Chief, Joe Devers.

I regret to inform you now that the Commission, at its regular meeting held in Portland last week, November 9, 1951, authorized the employment of Mr. Anthony Yturri of Ontario as local counsel to assist in the defense of the case of Strasbaugh vs. State Highway Commission et al.

Again, thank you for your fine courtesy, I am

Yours very respectfully,

C. W. ENFIELD
Chief Counsel

By

FRED A. MILLER
Assistant Counsel

FAM:amc

C
O
P
Y

25M 6-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Strasbaugh Case file

October 3, 1951

1731

Hon. Robert Lytle
Attorney at Law
Vale, Oregon

Dear Mr. Lytle:

Without doubt, you have long since known the reason for our delay in writing or contacting you on the matter concerning which I spoke to you to be because of the bereavement of our beloved mutual friend and fellow attorney, Joe Devers.

It is yet too early to know who will be officially authorized to further contact you in the matter, but as soon as that information is available, it will be imparted to you.

I should like to express to you, Mr. Lytle, not only for myself but also for Joe, had he been here on my return, our appreciation for the courtesy extended to me by you, when representing him over there.

Very reppectfully yours,

FRED A. MILLER
Assistant Attorney General and
Assistant Counsel, State Highway Department

FAM:PK

RECEIVED
JAN 15 1952
FOR FILING
F22-3

[illegible] file 1160

Tele Mr Schneider to check

(Thomas Mc Snyder, atty for Harbaugh, is interested in.)

1st Legal file 16889 gravel site

1. ~~Permit from~~ St. Land Bd. authorizing the taking of gravel from Snake River by Noble + Rogers job. also evidence of acceptance of permit by Hwy Com. also how was permit acquired — correspondence with St Land Bd.

see files 2. Report of Engr + investigation re taking of gravel from sources used (before contractor started his excavation — about Oct 15, 1950

See Contract 3390 3. Are there any supplemental agreements, collateral instructions, or amendments to contract.

files 4. Correspondence with Fed Govt re use of either source of gravel

See Atty Gen. 5. Atty Gen. opinion re use of land source

Ruth H. Cutting 6. minutes of Commission in connection with use of both land sources.

1-24-51 page 17606
2-26-51 " 17732
9-12-51 " 25

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1951
FORM S-123X
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SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

File L-17-1

December 13, 1951

NOTED
W. C. WILLIAMS

Mr. Roy F. Shields, General Solicitor
Union Pacific Railroad Company
~~727~~ Pittock Block
Portland, Oregon

Dear Mr. Shields:

The Oregon State Highway Commission is named defendant in an action filed in Malheur County, Oregon by Fred J. and Elizabeth Strasbaugh charging trespass and removal of gravel from lands in the vicinity of King Avenue about five and one-half miles south of Ontario, Oregon. There is certain data which the State may wish to enter in evidence in connection with its defense of this case and on Monday of this week our Mr. Frank I. Towle called on you for the purpose of explaining fully the nature of this data.

We would like to find out if the original location survey of the Oregon Short Line, which we understand was made in 1883, covering that section of what is now Union Pacific Railroad Co. mainline, tied in or referenced the left bank of the Snake River to the centerline of your railroad location survey. The section of your track we are interested in lies between Station 5100+42.9 and 5111+73.6, including Bridge No. 494.57. We would also like to ascertain whether any references were made as to the elevation of the water in the Snake River at the time the survey was run.

This case is now set for trial January 21, 1952 in Circuit Court in Malheur County and in order for us to make use of this information it will be necessary for us to have this data about January 15th. Mr. Towle informs me that in your opinion it may be rather difficult for the Salt Lake City Office to readily recognise or understand just what maps, field notes or drawings we may be able to make use of. In this connection please be advised that we will be glad to facilitate this search in any way possible. We have also been advised by Mr. Towle that you have very kindly offered, should the necessity arise, to attempt to make arrangements with Salt Lake for an engineer to assist in entering this data in evidence.

We wish to take this opportunity of expressing our sincere appreciation of your very fine cooperation in this regard.

Very truly yours,

C. W. ENFIELD

Chief Counsel

FIT

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 13, 1951

SUBJECT: Fred J. & Eliz. Strasbaugh
vs. Ben Chandler, et al

To:

MEMORANDUM TO FILE:

Reference is made to this Department's letter to Mr. W. C. Williams of April 5, 1951 requesting his opinion relative desirability of requesting the Union Pacific Railroad Co. at Salt Lake City to try and locate and send to us copies of their 1883 railroad location survey for the section of main-line track in the vicinity of King Avenue Site, Ontario, Oregon.

In response to this letter Mr. Williams instructed the writer, verbally, that it would not seem necessary to inconvenience the Union Pacific in this regard.

In conversation with Mr. Fred Miller the other day the writer was advised by Mr. Miller that it would be possible for the plaintiff in the above entitled case to dispute the accuracy of the federal government's original 1874 survey of these lands providing the plaintiff substantiated his claim by strong evidence. (Rue v. Oregon W. R. Co. 1[illegible] Pacific 1074, 1077 and 1078.)

If, upon examination of the U. P. R. R. Co. 1883 location survey, it should be found that the railroad tied the left bank of the Snake River to their survey at a lesser distance easterly from the track than was established by the government survey of 1874, and if the plaintiff in this case should make this same discovery it might be construed that the railroad survey would be deemed by the Court as "strong evidence."

Should it be found, however, upon examination of the U. P. R. R. survey that they had tied in the left bank of the Snake River at an equal or greater distance from their railroad centerline than the State would be able to use this same evidence to substantiate the accuracy of the federal governments survey.

The writer contacted Mr. George Essinger, Engineer and Mr. Roy Shields, Counsel, for the Union Pacific Railroad Co. in regard to the above matter and was advised by Mr. Shields that upon receipt of a request over the signature of the Department's Chief Counsel that he would transmit the request on to their Salt Lake City Office with the request that they make a very thorough search of their old engineering files for the material we require. Mr. Shields offered to make arrangements also for an engineer from Salt Lake to appear as witness for the State if it was found necessary in order to have their surveys entered in evidence. In accordance with Mr. Shields' statement the writer is preparing a letter for the signature of Mr. Enfield setting forth exactly what information is needed in this connection.

Very truly yours,
Frank I. Towle

FIT

Fred J. & Eliz. Strasbaugh vs Ben Chandler, et al

(File L-1731)

NOTED
W. C. WILLIAMS

1. Water next to Government meander line.
2. Water between islands.
3. Impedence of flow of water next to Government meander line.
4. Impedence of flow of water between islands.
5. Deposition of materail next to Government meander line.
6. Deposition of material between islands.
7. Evidence of erosion Oregon side above or below King Avenue.
8. Evidence of erosion Idaho side above or below King Avenue.
9. Evidence deposition material Oregon side above or below King Avenue.
10. Evidence deposition material Idaho side above or below King Avenue.
11. Evidence of title to inner island.
12. Evidence of title to outer island.
13. Evidence of possession to inner island.
14. Evidence of possession to outer island.

FIT/Nov.21,1951

[illegible]CEIVED
1951
FOR FILING
FORM E-30X 25M 9-49 34895

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

December 4, 1951

SUBJECT: Strasbaugh vs. State
L 1731

To: Mr. R. H. Baldock
State Highway Engineer

OTED
State Highway Engineer

Dear Mr. Baldock:

The following information is being supplied in compliance with your request regarding the employment of Mr. Anthony Yturri, rather than Mr. Robert Lytle, as an attorney to assist in the defense of the above-entitled case.

I have searched the file and have conferred with Mr. Fred Miller, and the following is a brief resumé of all of the information that I have regarding the possibility of Mr. Lytle's employment in connection with this case.

During the month of February, 1951, Mr. Devers, together with Mr. Miller and Mr. R. L. Porter, Assistant Right of Way Engineer, visited Ontario and Vale, Oregon, in connection with this case and, while there, called upon Mr. Lytle. Mr. Miller and Mr. Porter were not present during all of the conversations between Mr. Devers and Mr. Lytle, but it is Mr. Miller's opinion that Mr. Lytle was not employed at that time and that Mr. Devers called upon him merely because he and Mr. Devers were old friends and probably to get Mr. Lytle's views relative to certain aspects of the case.

In September of 1951, Mr. Miller was again in Ontario and Vale, Oregon, with respect to this case and at that time, upon Mr. Devers' request, called upon Mr. Lytle to inquire as to whether or not Mr. Lytle had any interest in the case or had any commitments or obligations with respect to the case which would prevent his appearing for the State, and to inquire as to whether Mr. Lytle would be willing to appear for the State. Mr. Ly indicated that he had no commitments and that he was free to appear in the case but wanted it definitely understood that he would not be a "rubber stamp".

Within a week or so thereafter, Mr. Devers became ill, which brief illness, of course, was followed by his death, and the subsequent contacts with Mr. Lytle are reflected by two letters in the file, dated October 3, 1951, and November 16, 1951, copies of which are enclosed herewith. You can see that Mr. Lytle was never actually employed, although he was contacted as to his availability and willingness to accept such employment.

After giving this matter considerable thought and taking into account the appeal that the several local attorneys would have in a jury trial, as well as the relative ability and aggressiveness of several local attorneys, it was my recommendation to the Highway Commission that Mr. Anthony Yturri be employed, with the approval of the Attorney General, to assist the State's attorneys in the trial of this case. The employment of Mr. Yturri was to be in addition to the employment of Mr. George T. Cochran of the firm of Eberhard and Cochran of La Grande. As you know, it was the wishes of the Commission that Mr. Cochran become associated in this case because of his great experience in the matter of water rights and other litigation involving water.

To the best of my knowledge, Mr. Yturri is professionally well qualified, is held in high esteem in his community, takes an active interest and participates in civic affairs, and is a very successful trial lawyer. Mr. Yturri has evidenced his devotion to civic duty by appearing before the Commission on at least one occasion, and probably more, as a member of delegations from Malheur County with respect to highway improvements, and I understand that Mr. Yturri has been, and probably is now, a member of the Streets and Roads Committee of the local Chamber of Commerce.

Since becoming associated with this office in connection with this case, Mr. Yturri has conferred with Mr. Miller in Portland regarding all of the aspects of the case, and has initiated further search of both facts and law relative to the case, and has shown a whole hearted spirit of cooperation in doing all within his power to assist in the successful defense of this case. It is my opinion that Mr. Yturri will serve the State well in connection with this case and that we are being greatly benefited by his assistance.

If any other facts are desired relative to any particular qualification of Mr. Yturri, I will be glad to secure the same and advise you accordingly.

Very truly yours,

C. W. ENFIELD
Chief Counsel

CWE:amc
Enc.

FORM E-123X 25M 6-51

COPY

COMMISSIONERS
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COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 16, 1951

Honorable Robert Lytle
Attorney at Law
Vale, Oregon

Dear Mr. Lytle:

Since writing you on October 3, 1951, I have waited for information to come from the Highway Commission in order that I may be able to definitely inform you on the matter on which I conferred with you for our late Chief, Joe Devers.

I regret to inform you now that the Commission, at its regular meeting held in Portland last week, November 9, 1951, authorized the employment of Mr. Anthony Yturri of Ontario as local counsel to assist in the defense of the case of Strasbaugh vs. State Highway Commission et al.

Again, thank you for your fine courtesy, I am

Yours very respectfully,

C. W. ENFIELD
Chief Counsel

By

FRED A. MILLER
Assistant Counsel

FAM:amc

FORM E-122X 25M 6-51

C O P Y

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Strasbaugh Case file

October 3, 1951

1731

Hon. Robert Lytle
Attorney at Law
Vale, Oregon

Dear Mr. Lytle:

Without doubt, you have long since known the reason for our delay in writing or contacting you on the matter concerning which I spoke to you to be because of the bereavement of our beloved mutual friend and fellow attorney, Joe Devers.

It is yet too early to know who will be officially authorized to further contact you in the matter, but as soon as that information is available, it will be imparted to you.

I should like to express to you, Mr. Lytle, not only for myself but also for Joe, had he been here on my return, our appreciation for the courtesy extended to me by you, when representing him over there.

Very respectfully yours,

FRED [illegible]. MILLER
Assistant Attorney General and
Assistant Counsel, State Highway Department

FAM:PK

[illegible]CEIVED
[illegible] 1 9 1951
[illegible] FILING

[illegible]

3370

OREGON STATE HIGHWAY COMMISSION

(date)
Nov. 12, 1951

(~~CONTRACT NO.~~)	(EST. NO.)	(CONTRACTOR)	
3370	9-Final	Rogers Constr. Co. & Babler Bros. Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19676	R-27992	$ 7,902.65	Nov. 9, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A.A. Wichlander
ACCOUNTING DIVISION

Specified Completion Date: July 31, 1951

Time Extensions: None needed

Completion Date: June 12, 1951

Date Accepted: July 16, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-14-51

To the Accounting Division:

Release of the above Warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed:

A.A. Wichlander

RECEIVED
OCT 2[illegible] 1951
FOR FILING

FORM E-30X 25M 9-49 34893

1

11

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 18, 1951

[illegible]
W. C. WILLIAMS

MEMORANDUM TO

To: F I L E

SUBJECT: L-1731
Fred J. Strasbaugh vs.
Ben Chadler, et al.

In compliance with the suggestion of Mr. Foxley and Mr. Miller, I contacted the U. S. Geological Survey office in Portland and learned from Mr. F. D. Trauger, Geologist, that we may obtain a copy of the method used for surveying the Nampa-Quadrangle by addressing Mr. Charles A. Eklund, Division Engineer, Topographic Division, U. S. Geological Survey, Box 346 Federal Building, Sacramento 2, California. I also learned from Mr. Trauger that the photostatic enlargement of the copy of the original field sheet for the Nampa-Quadrangle, of which we now have a copy, should be obtained from the office of the National Archivist, Washington, D. C.

While in Portland I also contacted the office of the Bureau of Land Management, Public Survey office, and through Mr. Otis Gould, Office Engineer. I ordered from Mr. Gould certified photostatic copies of the March 6, 1875 survey of Tp [illegible] S R 47 E WM, and the re-survey of March [illegible], 1911 of Sections 14,15,22,23, referred to as Morton Island. I also learned that a copy of the Manual of Surveying Instructions—Survey of Public Lands (in effect in 1874) may be obtained by application to the Director of the Public Land Office in Washington, D. C. (Bureau of Land Management). As this manual is pretty old we may have to satisfy ourselves with a certified copy of a transcript of that portion of the manual which deals with instructions relative to off shore islands etc.

It would seem from my conversations with Mr. Gould and Mr. Trauger that we should now request certified photostatic copies of all public surveys of Tp 7 [illegible] 5 W Boise Meridian dealing particularly with sections 8,9,16,17,4, and 5. This data may be obtained at the Boise office of the Bureau of Land Management.

I further learned from Mr. Gould that an application by the State may be made to the Director of the General Land Office requesting a re-survey of the subject island in the Strasbaugh case. They will also send a party of geologists with the survey party to attempt to determine whether the vegetation of the island would indicate the possibility of its existance between the years of 1874 and 1891. In order for us to avail ourselves of the opportunity to request the re-survey of these lands it would be necessary for us to secure a signed statement, acknowledged by a Notary Public, from one or two persons having personal knowledge of the existance of this island between the years 1874 and 1891.

CC: Theodore Foxley
W. C. Williams

FRA[illegible] I T[illegible]

FOR FILING

123X 25M 5-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

[illegible]ober [illegible], 1951

Mr. Charles A. Eklund
Division Engineer, Topographic Division
U. S. Geological Survey,
[illegible] Federal Building,
Sacramento 2, California

Dear Mr. Eklund:

The Oregon State Highway Commission is named the defendant in a suit filed by a Mr. Fred [illegible] Strasbaugh alleging trespass and removal of material from a parcel of land situated on the Oregon side of the main channel of the Snake River in Malheur County, Oregon. The Federal Government is not named as a defendant in this action nor is there any likelihood of the Federal Government becoming involved in this matter. There is certain information which the State requires in the defense of this case, which is presently set for trial December 11, at Vale, Oregon, and we offer you the assurance of the Attorney General's office that this department will do nothing to involve the Federal Government in this action.

We request that you forward to us at your earliest convenience a certified copy of the method used for surveying the [illegible] Quadrangle. We understand that the method above referred to is generally put out in book form, and since the quadrangle was prepared in [illegible] we wish to call your attention to the fact that the method of which we are requesting a copy should be the method which was in force at the time of the preparation of the [illegible] Quadrangle.

Since we do not know what this information will cost we request that you forward the same [illegible] with your invoice which we shall remit promptly. If this is not in accordance with the policy of your office and you advise us what the cost would be, we shall have a voucher prepared, and will forward it to you on receipt of your reply.

Very truly yours,

[illegible]
Chief Counsel
By [illegible]

[illegible]:mk
cc: Theodore [illegible]
W. [illegible] Williams

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

October 18, 1951

Mr. Charles A. Eklund
Division Engineer, Topographic Division
U. S. Geological Survey,
Box 346, Federal Building,
Sacramento 2, California

Dear Mr. Eklund:

We wish to acknowledge receipt of the photostatic copies of the two sheets comprising the north and south half of the original field data prepared for the Nampa-Quadrangle. Our voucher in the amount of $2.00 was sent two or three weeks ago, and we apologize for not having acknowledged receipt with thanks for the trouble we put you to in this connection.

We shall appreciate it if you will advise us how we should go about getting certified copies of the same data. The Oregon State Highway Commission is named defendant in action file by Mr. Fred J. Strasbaugh alleging trespass and removal of material from a parcel of land lying on the Oregon side of the main channel of the Snake River in Malheur County, Oregon. The Federal Government is not named as a defendant, nor is there any possibility of their becoming involved in this action. The Attorney General's office has requested that the two field sheets comprising the original data for the Nampa-Quadrangle be certified in order that they may be entered in evidence if it is deemed necessary in the defense of this case.

We would also like to ascertain if we can secure an enlargement to be certified by your department. The portion of the north half of the Nampa-Quadrangle, said enlargement to be certified by your department. The portion of the north half of this original field sheet which we desire to have an enlargement of may more particularly be described as being that portion of the Quadrangle lying north and west of a point twelve miles directly east of Nyssa, Oregon. We would like to have a photostatic enlargement on a scale of approximately one-half inch to one mile.

As this case has been set for trial in Vale, Oregon, December 11, we shall consider it a favor if you will kindly give this matter attention at your earliest convenience.

Yours very truly,

C. W. ENFIELD
Chief Counsel
by FRANK I. TOWIE

FIT:mk
cc: Theodore Foxley
W. C. Williams

COMMISSIONERS
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STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

October 18, 1951

Director of the General Land Office
Bureau of Land Management
Washington, D. C.

Dear Sir:

The Oregon State Highway Commission is named defendant in an action filed by Fred J. Strasbaugh which case is now set in trial in Malheur County, Oregon, December 11, and in connection with which we may require certain information from your office. The Federal Government is not named a defendant in this action nor is there any likelyhood of their being involved.

The Attorney General's office has requested that we obtain from your office a certified copy of the Manual of Surveying Instructions - Survey of Public Lands. The manual, which is necessary we have a copy of, must be the one in effect in 1874. From what information the writer has been able to obtain from your Portland, Oregon office, it seems likely that this would be the edition of 1855, and since in all likelyhood that edition will be out of print we will appreciate it if you will advise us whether you can prepare a certified transcript of the instructions contained therein. We do not care anything about having a transcript of the typical field notes and other data of that material contained in the back part of the manual, but just that portion which deal specifically with the instructions for surveying.

A reply at your earliest possible convenience will be greatly appreciated.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By: FRANK I. TOWLE

FIT:mk
cc: Theodore Foxley
A. C. Williams

28M 5-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
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STATE HIGHWAY ENGINEER
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CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

October 18, 1951

Director, Public Survey Office,
Bureau of Land Management
Boise, Idaho

Dear Sir:

We will appreciate it if you will have photostatic copies prepared of any and all public survey dealing with Sections 4,5,8,9,16, and 17 T 7 N R 5 W Boise Meridian. We would like to have these copies certified so that they may be entered in evidence in an action in which the Oregon State Highway Commission is named defendant. The writer expects to be in Boise the afternoon of October 25, and would like to call for this material and pay for the same at that time.

Your prompt attention to this matter will be greatly appreciated.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By: FRANK I. TOWLE

FIT:mk
cc: Theodore Foxley
W. C. Williams

RECEIVED
FOR FILING
FORM E-30X 18M 5-50 40301

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 1[illegible], 1951

SUBJECT: Gravel trespass, Fred J. Strasbaugh, Snake River, Malheur County

To:

Mr. F. T. Pierce, Clerk
Oregon State Land Board
Capitol Building,
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Pierce:

Reference is made to your letter of August 22, and to paragraph 3 of our letter to you under date of August 27, in the above entitled matter.

In compliance with the request of the Attorney General's office, we hand you herewith one photostatic copy, each, of the two halves of the original field notes taken by the topographers in their original field survey conducted in 1891, for the Nampa quadrangle.

If, when you are ready to use this material, you wish any further explanation as to the part this material plays in the forthcoming suit against Mr. Strasbaugh, the writer will be very happy to explain fully all that may be required.

Yours very truly,

J. M. Devers
Chief Counsel

By
Frank I. Towle

FIT:PK
cc: Mr. W. C. Williams ✓

RECEIVED
1951
FOR FILING

F-2F(2)

3370

September 7, 1951

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3370 for work performed on the Ontario-Nyssa Section of the Old Oregon Trail in Malheur County was completed by the contractor, Rogers Construction Co. and Babler Bros.,Inc., on June 12, 1951 and was formally accepted by the Highway Commission on July 16, 1951.

Final payment in the amount of $7,902.65 will be made to the contractor on or after September 17, 1951. The total contract amount is $263,558.25, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
SEP 4 1951
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

5-28(3)

327

August 2[illegible], 1951

NOTED
W. C. WILLIAMS

Mr. [illegible] Pierce, Clerk
Oregon State Land Board
Capitol Building
Salem, Oregon

Re: Gravel trespass, Fred [illegible] Strasbaugh
Snake River, [illegible] County

Dear Mr. Pierce:

Receipt is acknowledged of your letter of August [illegible] and contents noted, for which please accept my thanks. In response thereto, please be advised that the writer has been [illegible] [illegible] to obtaining the information requested in your letter to Mr. W. C. Williams under date of August 3.

Inclosed herewith please find copy of a letter from Mr. A. F. Chidsey, Division Engineer, La Grande, Oregon, supplying the required data on the number of cubic yards of gravel removed from the island at the King Avenue site by Mr. Strasbaugh. [illegible] Williams note to Mr. Chidsey of August 6, rather than ask for the [illegible] of the contour map, Mr. Williams specifically requested that the field party at Ontario supply this office with an estimate of the material that had been removed by Mr. Strasbaugh. We are also enclosing [illegible] of the original contour map prepared in the field, [illegible] which has been [illegible] by the staff of the resident engineer at Ontario, [illegible] the data obtained in the field as requested by our Mr. Williams.

As for the obtaining of the original [illegible] [illegible] survey made by the U. S. Geological Survey in the year [illegible], the writer [illegible] that this information could not be obtained from Portland, and after some scouting around was advised that the information might be obtained by addressing an inquiry to the Geological Survey at Denver, Colorado. The letter to Denver was transmitted to Sacramento, California, and for your information we enclose herewith a copy of their letter to this office.

The writer wishes to acknowledge receipt of a copy of your Mr. George Everett's report on his investigations at the King Avenue site. Mr. Chidsey, the Division Engineer, was in this office last Friday and he promised to make inquiry to see if he can find [illegible] obtain information for us with respect to the sale or disposition of the material taken from the King Avenue site by Mr. Strasbaugh. In the meantime, the writer has been instructed to follow some other leads. Should this office be able to uncover any definite information with respect to the sale or disposal of the gravel by Mr. Strasbaugh from the King Avenue site we shall transmit the information to your office immediately.

Yours very truly,

J. M. DEVERS, Chief Counsel

By

Frank I. [illegible]

FIT:[illegible]
cc: ✓Mr. W. C. Williams

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FOR FILING

[illegible]

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

[illegible]

SUBJECT:

To:

[illegible]

NOTED
W. C. WILLIAMS

[illegible]

[illegible]

[illegible]

[illegible]

E H Lindsey

[illegible]

RECEIVED
AUG 20 1951
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 7 1951
FOR FILING

F-28(3)

3370

August 7, 1951

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Rogers Construction Co. and Babler Bros.,Inc. on contract No. 3370, for grading and paving on the Ontario-Nyssa Section of the Old Oregon Trail in Malheur County. This payment, in the amount of $25,813.16, will be made on or after August 17, 1951. The retained percentage is $7,906.87.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG 7 1951
FOR FILING

[illegible]

[illegible]

Salem, Oregon
August 6, 1951

Mr. E. F. Chidsey

The State Land Board claims ownership of the island in the Snake River regarding which we were sued by Fred J. Strasbaugh for removal of materials. The State Land Board intends to press Mr. Strasbaugh for payment of materials he removed, and has requested that we make an estimate of the materials that have been removed by Mr. Strasbaugh. This estimate need not be exact, as it is not intended as a final measurement, but to determine roughly whether the amount of yardage removed is sufficient to force court action.

I enclose a print of a contour map, together with field data formerly prepared by Lloyd Johnson. Also enclosed is a copy of a letter from the Clerk of the State Land Board, which Mr. Johnson should carry with him in the event the operators of the gravel plant question his authority to be surveying on the premises.

We are furnishing this information gratis to the State Land Board, as it is aiding us in the Strasbaugh suit.

Please secure the necessary information and also advise the amount of materials that are stockpiled on the premises by the State and by Mr. Strasbaugh.

W. C. Williams

WCW:me

cc Mr. H. G. Smith
Mr. Frank Towle

STATE OF OREGON
OFFICE OF THE STATE LAND BOARD
STATE CAPITOL
SALEM

IN REFERRING TO THIS COMMUNICATION
IT IS IMPORTANT THAT YOU MENTION

FILE NO.

August 3, 1951

Mr. W. C. Williams
First Assistant State Highway Engineer
State Highway Building
Salem, Oregon

In re - Lands in Sections 33 and 34, Township 18 South, Range 47 East - Malheur County

Dear Mr. Williams:

In conformity with the request of the Office of the Attorney General, we will be pleased to have your engineering staff prepare a revised contour map covering the area similar to that described in your contour map of January, 1951, in Sections 33 and 34, Township 18 South, Range 47 East.

The Attorney General has further requested that we be furnished with a copy of the original field notes and survey made by the United States Geological Survey in the year 1881, which records, I believe, will be found in the Cadastral Engineers' office in Portland, and we will be pleased to have you secure this data at as early a date as possible.

Very truly yours,

Pierce
Clerk of State Land Board.

ETP/g

NOTED
W. C. Williams

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FOR FILING
[illegible]
FORM E-30 25M 3-51 47198
[illegible]

REFERRED TO
Porter
By Asst. Chief Engineer

File

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

July 18, 1951
Salem, Oregon

SUBJECT: File No. 16689
Ontario-Nyssa Section
Old Oregon Trail Highway

To:
Mr. W. C. Williams
Assistant State Highway Engineer
OFFICE

In February of this year we received a permit from the District Engineer, Corp of Engineers, Walla Walla District, to remove approximately 7,000 yards of gravel from the Snake River.

One stipulation of this permit was that we should notify said District Engineer in writing when the work was completed. If this has been accomplished may we have the date of completion so that the proper notification can be prepared?

R. L. Porter
R. L. Porter
Asst. Right of Way Engineer

RLP:mmh

Completed removal of Gravel June 12, 1951.
W.C.W.

NOTED
W. C. WILLIAMS

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 14, 19 51

Section Ontario-Nyssa

Kind of work Grading and paving

Highway Old Oregon Trail

Section prefix 23-1044

Contractor Babler and Rogers

Contract number 3[illegible]70

Date of contract ~~October 10,~~ July 11, 19 50

Date of completion July 31, 19 51

Date work started October 10, 19 50

Estimated date of completion , 19

Amount of contract . . . . $2[illegible]9,812.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $257,255.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 14,360, 6.2 %

Date project was completed June 12, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

One stockpile remains to be shaped before the semi-final estimate can be submetted.

A field party of three men spent one day on this project setting concrete monuments.

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

RECEIVED
JUL 16 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed [illegible] Johnson by Dick Hause

Address Box [illegible] Ontario, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B. A. MARTIN

NOTED
E. M. [illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	11.46	11.46	11.46	11.46	11.46
Miles partially completed			"		
Miles completed	"	"		"	"
Total estimated quantities	48,000	7,500	3,000	1980 cy 308 tons	24,000
Estimated quantities moved or placed to date	68,897.7	7,177.5	3,000	2069 cy 275 tons	25,975.7
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

State Printing Dept. 41608

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JUL 12 1951
FOR FILING

F-[illegible](2)

3370

July 10, 1951

Oregon State Highway Commission

Gentlemen:

In computing final quantities on the Ontario-Nyssa grading and paving project, it is apparent that there will be an overrun in project authorization of approximately $21,000, which is an 8.3 per cent overrun. This overrun was caused by the necessity of treating the widened gravel shoulders with a bituminous binder course in order to secure a satisfactory base on which to lay the widened pavement, and there was a further overrun in the gravel borrow quantities due to a greater shrinkage of the materials than had been estimated.

The overrun of the quantities noted above was necessary to secure a satisfactory job, and it is respectfully requested that you approve an additional project authorization for $21,000 on the Ontario-Nyssa Section of the Old Oregon Trail Highway, Contract No. 3370. The contract is now complete, but final payment cannot be made to the contractor until the additional authorization is approved.

The matter will be on the next agenda for your consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. S. H. Probert
Mr. H. G. Smith

WCW:mc er

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 15, 1951

Section Ontario - Nyssa	Kind of work Grading and Paving
Highway Old Oregon Trail	Section prefix 23-1044
Contractor Rogers Constr. Co. and Babler Bros.Inc	Contract number 5370
Date of contract July 11, 1950	Date of completion July 31, 1951
Date work started October 10, 1950	Estimated date of completion, 19
Amount of contract $229,812.00	Per cent of time elapsed 90 %

Estimated cost of completed project, exclusive of engineering $257,255.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $13,300.00, 5.8 % Date project was completed June 12, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor completed the placing of shoulder on Monday of this week and started cleaning up and moving plant immediately and by Thursday june 14 all clening up work had been completed and equipment all moved.

Three men in office the rest of the week preparing Semi- final estimate.

341 of 385 days

HP.

NOTED
B. A. MARTIN

RECEIVED
JUN 18 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed L. C. Johnson

Address Box 402 Ontario,Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	11. 46	11.46	11.46	11.46	11.46
Miles partially completed					
Miles completed	11.46	11. 46	11.46	11.46	11.46
Total estimated quantities	48, 000	7,600	3, 000	1980 c.y. 308 tons	24,000 tons
Estimated quantities moved or placed to date	68, 897.7	7,177.5	3, 000	2069 275 tons	23,975.735
Average daily quantities					727
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					33

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ....5 trucks. ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

State Printing Dept. 41603

RECEIVED
JUN 16 1951
FOR FILING

F-28(3)
3370

June 15, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 12, 1951 on Contract Number 3370, Ontario-Nyssa Section, in connection with Federal Aid Project No. F-28 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

DBP:plc

cc: John Cattrall

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FOR FILING

FORM E-30 25M 11-50 44701

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33[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE
April 5, 1951

SUBJECT: Case of Fred Strasbaugh
vs. Ben R. Chandler, et al.

To:
Mr. W. C. Williams
Assistant State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

In connection with the case on the Snake River, the writer has been in touch with Mr. George Basinger, engineer of the Union Pacific Railroad Company at Portland, with regard to obtaining some information through him, from the Union Pacific Salt Lake City office. This information which we have been trying to secure has to do with the location of the main line of the Union Pacific with respect to the left bank of the Snake River at the time of construction, and also with regard to the date when the Union Pacific first riprapped the left bank of the Snake River a short distance downstream from the island described in Mr. Strasbaugh's complaint.

Specifically, what we want is to know the distance from the center line of the Union Pacific track to the left bank of the Snake River, between their stations, numbers 5100 plus 42.9 and 5111 plus 73.6 (incl. bridge No. 494.57), and to determine from their notes the elevation of high water in the Snake River at the time of the construction of that section of track. We would also like to find out from them when they first riprapped the left bank of the river in the vicinity between the stations, numbers 5100 plus 42.9 and 5111 plus 73.6 (incl. bridge No. 494.57), and the elevation of high water in the Snake River on that date, as well as on all succeeding dates when the riprap had to be renewed.

In talking with Mr. Basinger this morning, the writer was informed that inasmuch as the main line was constructed in 1883, and all of the records of that project have since been packed up and put away somewhere, it would be quite a chore for them to supply the information which we are asking for. However, Mr. Basinger understands the reason for which we want this data, and he feels it should not be too great a task for them to get the information to us, but he suggests that a rather strong letter should be written to Mr. L. W. Althof, district engineer of the Union Pacific Railroad, Pittock Block, Portland, Oregon, requesting this information. His reason for suggesting this is that in view of the possible trouble it might cause the clerks in Salt Lake City to locate this, that they probably wouldn't go to the bother of unearthing all of these records simply on a verbal request from the writer to Mr. Basinger.

I have taken this matter up with Mr. Hollis Libby, and Mr. Libby feels that this is some information which we might well have use for in the Strasbaugh case, and has suggested that it might be worthwhile for the writer to call this to your attention. We will therefore appreciate it if you will consider this matter, and advise us of what steps you may decide to take in this regard.

Yours truly,

J. M. DEVERS

By Frank I. Towle
Frank I. Towle

FIT:pk

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FOR FILING
FORM E-30 25M 11-50 44701

E-27(3)

337[illegible]

File

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 26, 1951

SUBJECT: 16689 - State Land Board
Ontario-Nyssa Section

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

Dear Mr. Williams:

Under date of February 14, 1951, the Walla Walla District Office of the Corps of Engineers, issued a permit to the State Highway Commission to remove approximately 70,000 yards of material from an island in the Snake River, which is just easterly of Section 33, Township 18 South, Range 47 East. The instrument contains the following condition: that the permittee shall notify the District Engineer at what time the work will be commenced and shall also notify him of any suspension in the work, if for a period of more than one week, and shall also notify him of the date of completion.

I would appreciate having what information is available so that the proper notice may be sent to the Corps of Engineers at Walla Walla.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Ass't. Right of Way Engineer

NOTED
W. C. WILLIAMS

Will notify when work is finished - week or two hence.

RLP:ts

WCW

RECEIVED
MAR 27 1951
FOR FILING

F-28(3)

3570

NOA-9-1

Contractor at Nyssa Gravel Pit out of gravel unless plant site is used. Is now shut down and wants to move back to Island.

Mr Devers says we are in clear and if Commission will approve Contractor will move at once to Island to crush additional 15,000 c.yds needed for Asphaltic Cover pavement.

RECEIVED
MAR 2[illegible] 1951
FOR FILING

F-28(3)

3370

March 19, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are resubmitting herewith Price Agreement No. 3 covering construction of a bituminous binder course on the Ontario-Nyssa Section, Contract No. 3370, Federal Aid Project No. F-28 (3) for your approval. We have inserted on the price agreement the estimated work to be done on the Federal Aid Section.

True copies of price agreements as received from the field are submitted with the request for approval. The price agreement approves the work and establishes the unit prices. It is not expected or anticipated that your approval will apply outside of the Federal Aid Section of any project.

Your approval of Price Agreement No. 3 covering the work between Stations 615+95.11 and 809+66 is respectfully requested.

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

encl.

DBP:plc

DISTRICT

MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 16, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

There are returned herewith all copies of Price Agreement No. 3, Ontario-Nyssa Section, Federal Aid Project No. F-28(3).

Apparently, the price agreement has been prepared to cover all the work, both participating and non-participating. We can recommend for approval, of course, only such portion of the proposed work as lies within the Federal Aid Section.

New data should be forwarded us with these limits in mind. It is anticipated that favorable action will be taken when the revised information is received.

Very truly yours,

C.G. Polk
C. G. POLK
Acting District Engineer

Encls.

RECEIVED
MAR
FOR FILING

F-28(3)

3370

March 13, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 3, covering the construction of a bituminous binder course on the Ontario-Nyssa Section of the Old Oregon Trail Highway in Malheur County, Contract No. 3370, in connection with Federal Aid Project No. F-28 (3).

This work is necessary to stabilize the leveling course before placing the asphaltic concrete paving.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBF:ge

Encl.

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MAR 1[illegible] 1951
FOR FILING

1-25(3)

3370

Salem, Oregon
March 12, 1951

Mr. E. F. Chidsey

I attach hereto our complete file on a matter having reference to our job on the highway between Nyssa and Ontario. This file is self-explanatory. I am also sending you, under separate cover, a map pertaining to the same matter.

I note that Mr. Bickmore made a report on this but do not find where you have been particularly concerned with the matter. It is requested that you familiarize yourself completely with the entire setup and bring the matter to the attention of Messrs. Baldock and Reynolds on their inspection trip late this month. It is my personal opinion that the plan proposed by the City and Mr. Snider is impractical, as mentioned by Mr. Bickmore. All in all, I more or less concur in Mr. Bickmore's analysis. It is requested that you get a decision from Messrs. Reynolds and Baldock.

Please return the entire file with your report.

W. C. Williams

WCW:me

Encl.

RECEIVED
FEB 20 1951
FOR FILING

7-28(3)

3370

Mr. Clyde H. Snyder
Attorney at Law
Nyssa, Oregon

Dear Mr. Snyder:

Your letter of February 14, 1951 directed to the Hon. Earl T. Newbry, Secretary of State, in which you request a certified copy of the performance bond furnished by Rogers Construction and Babler Bros., Inc. in connection with highway construction in Malheur County has been referred to this office.

Section 98-101, O.C.L.A., prescribes a procedure for obtaining certified copies of public contracts. As a matter of courtesy I am enclosing the certified copy that you requested; nevertheless, you will be expected to furnish the affidavit for it as required by statute. There are no charges for this copy.

The Peerless Casualty Company, which appears as surety on the bond, according to our records is incorporated in the state of New Hampshire.

Respectfully yours,

HBG/fm

Secretary
OREGON STATE HIGHWAY COMMISSION

CLYDE H. SNIDER
ATTORNEY AT LAW
NYSSA, OREGON

January [illegible], 1951

35[illegible]
[illegible]

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

[illegible] certified [illegible] performance bond. This bond is signed [illegible] Rogers Construction Co. and [illegible] Bros., Inc. and the Peninsular Casualty Company as surety for road construction [illegible] Rogers Construction Company and [illegible] Bros., Inc.

This work covers road construction work in Malheur County, Oregon on a portion of the Old Oregon Trail Highway from Engineer's Station [illegible]+1.00 (Mile Post 20.29), on the [illegible] to Engineer's Station 80+55 (Mile Post [illegible]).

Please send me a certified copy of this bond and advise me in which State the Peninsular Casualty Company was incorporated.

Please let me know [illegible] and I shall remit.

Very truly yours,

Clyde H Snider
Clyde H. Snider

CHS/ bb

SECRETARY OF STATE
RECEIVED
JAN 1[illegible] 1951
EARL T. NEWBRY

ANSWERED
H. B. GLAISYER

Referred to Mr. H. B. Glaisyer, Secretary, Oregon State Highway Commission.

STATE DEPARTMENT
N. Mc.

RECEIVED
FOR FILING

F-28(3)

Salem, Oregon
February 21, 1951

Mr. Forrest Cooper

√

I am advised by the Construction Department that there was a total of 35,721.3 cubic yards of material taken from the island in the Snake River in Malheur County, for which we secured a permit from the State Land Board.

Of this total, 30,877.5 cubic yards were below elevation 2,156, which is below high water line, and a total of 4,843.8 were above high water line, and for this amount we should reimburse the State Land Board.

If the State Land Board requires platted cross sections to verify these computations, please obtain same from Mr. Libby.

W. C. Williams

[redacted]

FORM E-30 25M 9-50 40300

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 20th, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

The platted cross sections for the King Avenue gravel pit on the Ontario-Nyssa project have been received.

The calculations show that 4,843.8 cubic yards were excavated above elevation 2,156, and 30,877.5 cubic yards below elevation 2,156, making a total of 35,721.3 cubic yards.

Very truly yours,

H W Libby
H. W. Libby
Chief Locating Engineer

HWL:AR

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FEB 21 1951
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FORM E-30 25M 5-50

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 19, 1951

SUBJECT: L 1731, Strasbaugh v. Chandler, et al.

To: Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Baldock:

After our conference this morning attended by Mr. Porter, Mr. Williams, yourself, and myself and a representative of the contractors involved in the litigation in Malheur County, I told you I would write you a letter so that you would have in writing the advice I gave during the conference.

The representative of the contractors stated that the place from which the contractors are now getting the materials is suitable and the materials in quality and quantity are satisfactory but to get the desired and needed quantity they will have to excavate to such depth that water from the river may interfere with their operations. Because of this condition he requested permission to return to the island source from which the materials were being gotten when the pending lawsuit started.

I stated to you that my inspection made last week of the property involved, which inspection was made with Mr. Porter, Mr. Fred Miller, Mr. Chidsey, and Mr. Johnson, indicated very definitely that the property from which the materials were taken is not owned by or under the control of the plaintiff. All of the engineers who have examined the description in the complaint, from which property the plaintiff says the materials were taken, are of the opinion that no materials were taken from the property described in the complaint and are definitely of the opinion that the property described in the complaint does not include the area from which the materials were taken.

On this assumption I stated that in my opinion the State will be safe in permitting the contractors to return to that source of material.

At the conference Mr. Williams said that he would phone Mr. Chidsey and advise him to stake on the ground, for the benefit of the contractors, the area which is most conclusively beyond the control of the plaintiff in the pending action. It was also suggested and I believe agreed that the contractors should continue to procure materials from the site in which they are now established until forced away by water conditions, and when such condition arises he would be permitted to return to the island site and procure materials from the area which is to be staked by Mr. Johnson.

I shall keep in close contact with you and the other members of your staff in all developments in connection with this case and will appreciate like contacts from the engineers, for, as I have said before, this case, more than any case I have had anything to do with, depends upon and will be controlled by engineering and legal principles. If we can establish as fact the information so far developed and the engineering theories thus far expressed, I feel certain that the plaintiff will fail.

NOTED
W. C. WILLIAMS

Yours very truly,

J M Devers

J. M. DEVERS

JMD:AWP

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
February 19, 1951

SUBJECT:

To:

Mr. H. C. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. H. W. Libby

Dear Sir:

I am enclosing herewith a statement for services rendered submitted by Philo T. Anderson, Professional Engineer, employed by the State to make a survey in connection with the Strasbaugh case on the Ontario-Nyssa Project.

This statement is for services rendered up to the date issued. Mr. Anderson has been requested to do further work on this project and will submit a bill for that work at a later date.

Very truly yours,

E. F. CHENEY
Division Engineer

EFC/hw
enc.

RECEIVED

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[illegible] ESTATE [illegible] 1951
INSURANCE
FOR FILING

PHILO H. ANDERSON
REGISTERED PROFESSIONAL ENGINEER
MINERAL SURVEYOR
BAKER, OREGON

MAPS & SURVEYS
INVESTIGATIONS
SUPERVISION
APPRAISALS

February 12, 1951

STATEMENT

General Files

Oregon State Highway Dept.
LaGrande, Oregon

Attn. Mr. Ed Chidsey
Division Engineer

Professional services and Expenses for survey to re-establish the lines and corners of Sec. 33, T. 18 S., R. 47 E., W.M., in Malheur Co., Oregon

Personal Service-Philo H. Anderson: January 3 to 9 incl. and Jan. 31, 1951 in field - 8 days at $50.00		$400.00
One day office @ $50.00		50.00
Expenses:		
Transportation - 876 miles @ 6¢	$52.56	
Field notes and plat from Public Survey office	15.94	
Printing of maps and typing of report	15.60	
Meals at Ontario and Nyssa - 6 breakfasts @ 90¢ - 8 Noon meals @ $1.20 - 6 Suppers @ $1.40	23.40	
Moore Hotel bill Jan. 4-9 including telephone calls to Vale	15.94	
Six Galv. iron pipes 2" x 36" with brass caps attached @ $3.00	18.00	
Postage	1.32	
Paid to M. E. Staight 1/31/51	16.00	
Total paid out by undersigned		158.76
		$608.76

Approved.
E Chidsey
Division Engineer
H W Kirby
Act Constr. Engineer
23-1457-900

Philo H Anderson
Philo H. Anderson

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51
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FORM E-30X 25M 9-49 34896

[illegible]

3370

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 3, 1951

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
State Highway Commission
OFFICE

Dear Mr. Baldock:

I have just had a conference with Mr. Boyce, Superintendent of Claims for the United States Fidelity and Guarantee Company and they have taken the position that the form of reply that you made to his tender of the defense in the lawsuit pending in Malheur County is not satisfactory.

I have just talked to Mr. Reynolds concerning this matter and it is his instruction and recommendation that I appear and defend the members of the Highway Commission, the Highway employes and the bonding companies who have been made defendants.

Under the representations made in your application for a bond, I believe you assumed certain obligations, which would include an obligation to defend in the instant case.

Since the Highway Commission is of the opinion that I should defend them, I suggest that if you get another letter from Mr. Boyce, you write him and tell him that you will accept the defense in this case for the bonding company, as well as for yourself.

Yours truly,

J M Devers

J. M. DEVERS

JMD:mrs

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1951
FOR FILING
F 28 (3)
10

Indexed
Alphabetic

Cross Referenced To:
adm
[illegible]
[illegible]
[illegible]

CORPS OF ENGINEERS, U. S. ARMY
Office of the District Engineer

WALLA WALLA DISTRICT
19 E. Poplar Street
Walla Walla, Washington

NPWHS

COPY

February 14, 1951

Oregon State Highway Commission

Salem, Oregon

ATTENTION: Mr. R. H. Baldock, State Highway Engineer

Gentlemen:

There is inclosed herewith a permit as requested in your letter of January 19, 1951.

The permit instrument authorized is the excavation of approximately 70,000 cubic yards of gravel from an island located between the high water slough and the main channel of the Snake River in the state of Oregon approximately 5.5 miles upstream from Ontario, Oregon, in accordance with the approved plan attached to and made a part of the instrument of authorization. If it is necessary because of unforeseen or altered conditions to deviate materially from the approved plan, revised drawings showing any proposed changes must be submitted to this office in order that they may receive the approval required by law before the work is commenced.

Attention is invited to condition (i) of the instrument, which requires that this office be notified in writing concerning commencement, suspension, resumption, and completion of the work. If it does not conform substantially with the approved plan, the work will be unlawful. It is important, therefore, that the notices be received promptly in this office in order that inspections may be made at appropriate times.

FOR THE DISTRICT ENGINEER:

Very truly yours,

(sgd) Leo M. Buhr

LEO M. BUHR
Chief, Construction Division

1 Incl
Permit dated Feb. 13, 1951

Original and Permit to Cooper 2-16-51.

RECEIVED
5 1951
FOR FILING

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
WALLA WALLA DISTRICT
19 East Poplar Street
Walla Walla, Washington

NPWHS

January 30, 1951

NPW 800.6 (Snake River - Exc.)

PUBLIC NOTICE

Interested parties are hereby notified that application has been made to this office for a Department of the Army permit to excavate material from a navigable waterway in this Engineer District, as follows:

Name of applicant: Oregon State Highway Commission, Salem, Oregon.

Waterway and location: The Snake River approximately 5.5 miles upstream from Ontario, Oregon.

Character of work: The applicant proposes to excavate approximately 70,000 cubic yards of gravel from an island located between the high water slough and the main channel of the Snake River in the state of Oregon. Said material will be used as base rock in highways now under construction by the State Highway Commission.

The plans may be seen at the office of the District Engineer, Corps of Engineers, U. S. Army, 19 East Poplar Street, Walla Walla, Washington, at any time between 8:00 A.M. and 5:00 P.M., Monday through Friday.

Any protest you have to make against the proposed operations from the standpoint of navigation should be received at the above office not later than February 9, 1951; otherwise, it will be considered that there are no objections.

The decision as to whether or not a permit will be issued must rest primarily upon the effect of the proposed work on navigation. The Corps of Engineers cannot undertake to adjudicate conflicting claims to property rights affected by the proposed work.

W H Mills
W. H. MILLS
Colonel, Corps of Engineers
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
5 1951
FOR FILING

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
WALLA WALLA DISTRICT
19 East Poplar Street
Walla Walla, Washington

NPWHS January 30, 1951

NPW 800.6 (Snake River - Exc.)

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Waterway and location: The Snake River approximately 5.5 miles upstream from Ontario, Oregon.

Character of work: The applicant proposes to excavate approximately 70,000 cubic yards of gravel from an island located between the high water slough and the main channel of the Snake River in the state of Oregon. Said material will be used as base rock in highways now under construction by the State Highway Commission.

The plans may be seen at the office of the District Engineer, Corps of Engineers, U. S. Army, 19 East Poplar Street, Walla Walla, Washington, at any time between 8:00 A.M. and 5:00 P.M., Monday through Friday.

Any protest you have to make against the proposed operations from the standpoint of navigation should be received at the above office not later than February 9, 1951; otherwise, it will be considered that there are no objections.

The decision as to whether or not a permit will be issued must rest primarily upon the effect of the proposed work on navigation. The Corps of Engineers cannot undertake to adjudicate conflicting claims to property rights affected by the proposed work.

W H Mills
W. H. MILLS
Colonel, Corps of Engineers
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
JAN 23 1951
FOR FILING

L 1731

Strasburgh File

Indexed
Alphabetically

Cross Referenced To:

Strasburgh

January 19, 1951

District Engineer
Walla Walla District
Corps of Engineers
10 East Poplar Street
Walla Walla, Washington

Attention: Mr. Bruce Jacobs

Dear Sir:

We request a permit for the excavation and removal of approximately 70,000 cubic yards of gravel from an island located in the Snake River 5.5 miles upstream from Ontario, Oregon. The area in which we wish permission to operate, as shown on the attached map, covers [illegible] acres, more or less. We desire to use the material removed from this site as base rock on the Ontario-Nyssa section of the old Oregon Trail Highway and for other highway work in the immediate vicinity in the future.

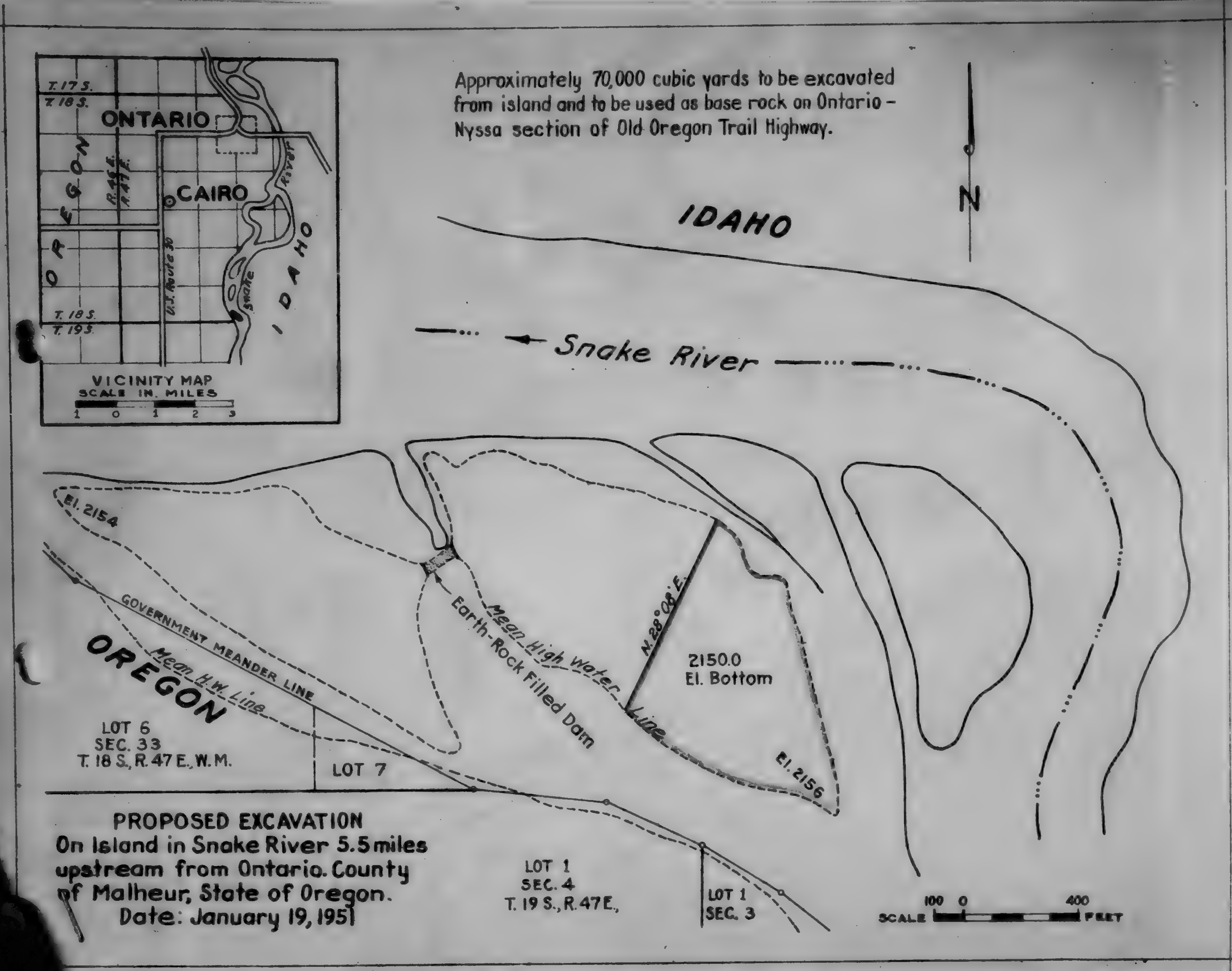
We have a permit from the State Land Board for the removal of gravel adjacent to the properties fronting on the left bank of Snake River opposite that portion of the island covered by this application, as well as a permit for the removal of gravel from the area covered by this application. The adjacent property is owned by the State Land Board.

Yours very truly,

R. H. Baldock
State Highway Engineer

FIT:mrs

cc- Brig. Gen. [illegible] Walsh



Approximately 70,000 cubic yards to be excavated from island and to be used as base rock on Ontario-Nyssa section of Old Oregon Trail Highway.

PROPOSED EXCAVATION
On Island in Snake River 5.5 miles upstream from Ontario. County of Malheur, State of Oregon.
Date: January 19, 1951

T. 17 S.
T. 18 S.
ONTARIO
OREGON
R. 46 E.
R. 47 E.
CAIRO
U.S. Route 30
Snake River
IDAHO
T. 18 S.
T. 19 S.
VICINITY MAP
SCALE IN MILES
1 0 1 2 3
N
IDAHO
Snake River
El. 2154
GOVERNMENT MEANDER LINE
Mean H.W. Line
OREGON
Earth-Rock Filled Dam
Mean High Water Line
N. 28° 08' E.
2150.0
El. Bottom
El. 2156
LOT 6
SEC. 33
T. 18 S., R. 47 E., W. M.
LOT 7
LOT 1
SEC. 4
T. 19 S., R. 47 E.,
LOT 1
SEC. 3
SCALE 100 0 400 FEET

RECEIVED

FOR

MASSACHUSETTS BONDING AND INSURANCE COMPANY

HOME OFFICE
10 POST OFFICE SQUARE
TELEPHONE: HUBBARD 2-3200 CABLE ADDRESS "MABONICO"
BOSTON 9, MASSACHUSETTS

ADDRESS REPLY TO
SURETY CLAIM DEPARTMENT

January 16, 1951

Mr. R. H. Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

Re: Robert Hugh Baldock - Prin.
State of Oregon - Obligee
Our Claim #78551 - Bond #0-655779

Dear Sir:

Your letter of January 5, has been forwarded to us for attention. We are pleased to note that the Attorney General's office is going to undertake the defense of this suit and we would appreciate it if you would keep us posted as further developments are forthcoming.

Thanking you in advance for your cooperating in this matter, we remain

Very truly yours,

L. H. Crossman

L. H. Crossman,
Manager

NOTED
State Highway Engineer

GJC:mh

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16 1951
FOR F

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

LUMBERMEN'S BUILDING
PORTLAND 4, OREGON

January 12, 1951

Mr. R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Strasbaugh

Re: Strasbaugh et al
-vs-
Chandler, et al

Dear Mr. Baldock:

Thank you for your letter of January 5, 1951 advising us of the Highway Commission's action in authorizing Mr. J. M. Devers to appear and defend the above captioned suit on behalf of yourself, the State Highway Commission, employees of the Highway Commission, the bonding companies and contractors.

It is understood, of course, that Mr. Devers appearance and defense in behalf of yourself, Mr. Williams and Mr. Stiffler, both assistant state highway engineers, as well as the Home Indemnity Company, is to be at the expense of the State and without cost to the Home Indemnity Company, which is in keeping with the indemnifying agreement you executed at the time the bond was issued.

The Home Indemnity Company, may, at a later date, deem it advisable to employ separate counsel and we are therefore, herein, reserving such right.

Thanking you kindly for your cooperation we are,

Yours very truly,

Jerome B. Buckley
JEROME B. BUCKLEY
CLAIM SUPERINTENDENT

JBB/imi

A—300M-11-49
in U.S.A.

HOME INDEMNITY

January [illegible] 1951

Mr. J. M. Devers, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Re: Strasbaugh et al
-vs-
Chandler, et al

Dear Mr. Devers:

This will acknowledge receipt of your letters of January 5, 1951 advising us that the Highway Commission has authorized you to appear for the Highway Commission, the highway employees, Mr. Robert Hugh Baldock, State Highway Engineer and W. C. Williams, W. W. Stiffler, Assistant State Highway Engineer and the bonding companies, all whom are named as defendents. It is understood, of course, that your appearance and defense on behalf of Mr. Baldock, Mr. Williams, Mr. Stiffler and the Home Indemnity Company is to be at the expense of the State and without any cost whatsoever to the Home Indemnity Company. This is in keeping, of course, with the indemnifying agreement by law.

It is possible that at a later date we may deem it advisable to employ separate counsel and we are herein reserving that right.

We shall appreciate your acknowledging this letter, in duplicate, and we would ask that you supply us with copies of all papers served or received in this action.

Thanking you for your kind cooperation we,are,

Yours very truly,

Jerome B. Buckley

JEROME B. BUCKLEY
CLAIM SUPERINTENDENT

JBB/imi

cc to: Mr. Jay Shereff, Mgr.
Bonding Claim Dept. - Home Office
cc to: Mrs R. H. Baldock - Salem, Ore.

AMERICAN AUTOMOBILE INSURANCE COMPANY
SAINT LOUIS

AMERICAN ASSOCIATED
INSURANCE COMPANIES

ASSOCIATED INDEMNITY CORPORATION
SAN FRANCISCO

PHILIP S. CARRELL
RESIDENT VICE-PRESIDENT

PORTLAND BRANCH OFFICE
810 YEON BUILDING - 522 S. W. 5TH AVENUE
TELEPHONE ATWATER 6101
PORTLAND 4, OREGON

CAROL P. MAAS
ASSISTANT MANAGER

January 12, 1951

Mr. Robert Hugh Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Re: Bond #S-460 5932
Robert Hugh Baldock, Principal
State of Oregon, Obligee

Dear Sir:

This will acknowledge your letter of January 5, 1951, advising that you have accepted the defense of this Company who are co-sureties on the captioned bond, and we have also received a letter from Mr. J. M. Devers, Chief Counsel for the State Highway Commission, advising that he has been authorized by the Highway Commission to appear for the said Highway Commissioners, the Highway Employees, and the bonding companies named as defendants in the case of Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, versus Ben R. Chandler, et al, filed in the Circuit Court of the State of Oregon for the County of Malheur.

We wish to advise that we shall look to you to hold us harmless against any and all loss, expenses, attorneys fees and so forth, by reason of the said suit being instituted against your bond. Likewise, we reserve the right to associate our own counsel, should we so elect, with the counsel for the State Highway Commission or yourself, at anytime during the defense of said suit.

Very truly yours,

M S Dowers
M. S. DOWERS
Claims Manager

MSD:EV
CC: J. M. Devers, Chief Counsel
State Highway Commission
Salem, Oregon

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

CLAIM DEPARTMENT
GEORGE A. MERCER, ADJUSTER
310 YEON BUILDING

PORTLAND 4, ORE.

January 10, 1951

NOTED
State Highway Engineer

Mr. Robert Hugh Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

Re: Bond 42 S 10633 - $20,000.00 -
Robert Hugh Baldock, favor
State of Oregon - State Highway
Engineer.

Dear Sir:

This will acknowledge receipt of your letter of the 5th, advising that you have accepted the defense of this Company, co-surety upon your official and payroll bond, and in the same mail we have received letter from Mr. J. M. Devers, Chief Counsel of the State Highway Commission to the effect that he has been authorized by the Highway Commission to appear for the Highway Commissioners, the Highway employees, and the bonding companies named as Defendants, in the case of Strasbaugh -vs- Chandler, et al, filed in Malheur County, Oregon. We, of course, reserve the right to associate our own counsel, should we so elect, with the counsel of the State Highway Commission or of yourself at any time during the defense of said suit. We shall look to you to hold us harmless against any and all loss, expenses, attorneys' fees, et cet, by reason of said suit being instituted against your bond.

Yours very truly,

GEORGE A. MERCER, ADJUSTER

O. D. Shead

By: O. D. Shead, Adjuster

ODS/mj

LOYALTY GROUP

Commercial Casualty
Insurance
Company
ORGANIZED 1909

10 PARK PLACE
NEWARK 1, NEW JERSEY

JOHN R. COONEY, PRESIDENT
WM. B. REARDEN, EXECUTIVE VICE-PRESIDENT
W. J. SCHMIDT, VICE-PRESIDENT
CHAS. W. PAYNE, VICE-PRESIDENT
FRANK W. FRANZEN, VICE-PRESIDENT
WALTER J. CHRISTENSEN, VICE-PRESIDENT
PHILIP C. ABNEY, VICE-PRESIDENT

January 10, 1951

Mr. B. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

Re: Fred J. Strasbaugh and Elizabeth Strasbaugh - vs. - State Highway Commission et al. and Metropolitan Casualty Insurance Company of N. Y.

We thank you for copy of your letter of January 5, 1951 directed to our Portland Oregon office.

Very truly yours,

W. W. Alexander
W. W. Alexander
Claim Department

WWA:MDP: COM.

c/c
F. W. Sullivan, Vice President
Metropolitan Casualty Insurance Co.
22 Bush Street
San Francisco 6, Cal.

INCREASE INSURANCE WITH INCREASED VALUES

UNITED PACIFIC
Insurance Company

MEDICAL ARTS BUILDING
TACOMA 1, WASHINGTON

January 10, 1951

Mr. R. H. Baldock
c/o Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Re: Strasbaugh et al vs Chandler et al
Our File BB 60-6186

Dear Mr. Baldock:

This is to acknowledge receipt of a copy of your letter of January 5, 1951, addressed to our Claim Manager, Mr. Phillippay.

We are also in receipt of a letter from Mr. J. M. Devers, attorney representing the Attorney General's office, advising us of his representation of yourself as well as the United Pacific Insurance Company.

If there is anything this Company can do to assist in the defense, please feel free to advise.

Very truly yours,

Harold L Hawkins
Harold L. Hawkins
Legal Department

HLH:os

cc: Mr. A. E. Phillippay
Portland Office

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

FIDELITY AND SURETY BONDS

BURGLARY AND GLASS INSURANCE

CLARENCE D. PORTER
MANAGER
ROBERT B. BULLEN
SPECIAL AGENT

900-1-2-3 FAILING BUILDING
PORTLAND 4, ORE.

TELEPHONE
ATWATER 6441

January 9, 1951

NOTED
State Highway Engineer

Mr. Robert Hugh Baldock,
State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

Re: Bond #4770946-A - $25,000.00 - Robert Hugh Baldock, favor State of Oregon - State Highway Engineer.

This will acknowledge receipt of your letter of the 5th, advising that you have accepted the defense of this Company, co-surety upon your official and payroll bond, and in the same mail we have received letter from Mr. J. M. Devers, Chief Counsel of the State Highway Commission to the effect that he has been authorized by the Highway Commission to appear for the Highway Commissioners, the Highway employees, and the bonding companies named as Defendants, in the case of Strasbaugh -vs- Chandler, et al, filed in Malheur County, Oregon. We, of course, reserve the right to associate our own counsel, should we so elect, with the counsel of the State Highway Commission or of yourself at any time during the defense of said suit. We shall look to you to hold us harmless against any and all loss, expenses, attorneys' fees, et cet, by reason of said suit being instituted against your bond.

Yours very truly,

Clarence D. Porter

Clarence D. Porter,
Manager.

CDP:jk

ROYAL
INDEMNITY
COMPANY

ROYAL INDEMNITY COMPANY
A NEW YORK STOCK CORPORATION
PORTLAND REGIONAL OFFICE
809 WILCOX BUILDING
PHONE ATWATER 7217
PORTLAND 4, OREGON

January 9, 1951

Mr. Robert Hugh Baldock,
State Highway Engineer
State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

Re: Bond No. S 273611

This will acknowledge receipt of your letter of January 5th, advising that you have accepted the defense of this Company, co-surety upon your official bond to be represented by J. M. Devers, representing the Attorney Generals Office of the State of Oregon. We, of course, reserve the right to associate our own counsel, should we so elect, with the counsel of the State Highway Commission or of yourself at any time during the defense of said suit. We shall look to you to hold us harmless against any and all loss, expenses, attorneys' fees, et cet, by reason of said suit being instituted against your bond.

Yours truly,

A A Christian

A. A. Christian
Manager, Bond Department

AAC:edc

cc: Forest McQueen
Claims Department
San Francisco

ENTZ.
CHAIRMAN OF THE BOARD

W. E. McKELL,
PRESIDENT

NEW YORK CASUALTY COMPANY

PORTLAND BRANCH OFFICE · 725 YEON BUILDING
522 S.W. FIFTH AVENUE · TELEPHONE ATWATER 9438

Portland 4, Ore.

January 9, 1951

Re:
Bond # 39-507-035
Robert Hugh Baldock -to-
State of Oregon

Mr. Robert Hugh Baldock
1100 Chemeketa
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

This letter will put you on notice that on December 27, 1950 this Company was served by Summons and Complaint by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, against Ben R. Chandler et al in the Circuit Court of the State of Oregon for the County of Malheur.

We assume that you will provide counsel to defend your interests and the interest of this Company without expense to us in accordance with the terms of your indemnity agreement.

Please have your counsel supply us with copies of all pleadings which they may file in this action.

Very truly yours,

William D. Lane

William D. Lane
Claim Manager

l/s

ECEIVED
[illegible] 1951
FOR FILI

A. F. LAFRENTZ
President

American Surety Company
of New York

PORTLAND BRANCH OFFICE · 725 YEON BUILDING
522 S.W. FIFTH AVENUE · TELEPHONE ATWATER 8438

Portland 4, Ore.

January 9, 1951

Re:
Bond # 39-500-141
Robert Hugh Baldock -to-
State of Oregon

NOTED
State Highway Engineer

Mr. Robert Hugh Baldock
1100 Chemeketa
Salem, Oregon

Dear Sir:

This letter will put you on notice that on December 27, 1950 this Company was served by Summons and Complaint by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, against Ben R. Chandler et al in the Circuit Court of the State of Oregon for the County of Malheur.

We assume that you will provide counsel to defend your interests and the interest of this Company without expense to us in accordance with the terms of your indemnity agreement.

Please have your counsel supply us with copies of all pleadings which they may file in this action.

Very truly yours,

William D. Lane
William D. Lane
Claim Manager

l/s

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 CASCADE BUILDING
520 S. W. SIXTH AVENUE, PORTLAND 4, OREGON
TELEPHONE: BROADWAY 0464

W. TALBOT SINCLAIR
MANAGER
GEORGE C. BOTTOMS
ASSISTANT MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

January 5, 1951

Mr. Robert Hugh Baldock
Marion County
Salem, Oregon

NOTED
State Highway Engineer

Dear Mr. Baldock:

Re: 54-S-125
Robert Hugh Baldock - Principal

This will acknowledge receipt of your letter dated December 29th, 1950 in reply to my letter addressed to you of December 28th, 1950, on the above captioned file.

Your reply of December 29th does not state that you are accepting the tender to you of the defense of this company with reference to the litigation referred to in the second paragraph of my letter to you of December 28th, 1950. It is necessary that you definitely advise this office of your unqualified acceptance or rejection of the tender of the defense made to you in our letter of December 28th on behalf of yourself and this company as your surety.

Further, a similar tender of defense is hereby made to you, requiring a similar rejection or acceptance thereof, in connection with appearing or answering on behalf of defendants W. C. Williams, W. W. Stiffler, Edward Chidsey and Lloyd C. Johnson, alleged in the complaint to either be employed by you or by the State Highway Commission or performing duties for you or on behalf of the State Highway Commission, or for both.

This company expects you to accept the tender for all persons described herein, including yourself and this company, and will further expect you to accept such tender where an appearance or answer will be made without cost to this company. In the event you reject such tender of defense previously made, and herein made, this company will be obliged to obtain their own counsel and will, of course, look to you for reimbursement of any cost or expenses incurred. In the event any type of judgment is rendered against you, or against any of the employees above mentioned, or against this company, we will further expect you to respond personally in the payment thereof.

This company reserves the right to associate our own counsel, should we so desire, with the counsel you select to appear or answer on your behalf and on behalf of this company and the others for whom a tender of defense has been made herein.

A copy of this letter is being addressed to Mr. J. M. Devers, Chief Counsel for the State Highway Commission, and pursuant to Mr. Devers' request, a copy of the application you signed is being attached to Mr. Devers' copy of this letter. We are likewise attaching a similar copy of such application, for your information.

We respectfully request an early reply to the issues contained herein.

Very truly yours,

Jos. A. Boyce

JOS. A. BOYCE
Supt. of Claims

JAB/vc

cc: J. M. Devers

UNITED STATES FIDELITY AND GUARANTY COMPANY

BALTIMORE - 3, MARYLAND

AGENT

ADDRESS

Bond Number

— 07 —

BOND EXECUTED: Yes No

Application for Public Official Bond

Applicant Robert Hugh Baldock Age

Address Salem, Marion County, Oregon

Official Title State Highway Engineer

To whom is bond to be given? State of Oregon

(Exact title of State, County, City, Township, District, Governing Board, or Official)

Amount of bond, $25,000.00 Premium to be paid annually or in advance for Term? 4 yrs in adva

Date of election or date of appointment March 1, 1950

Term begins March 1, 1950 Term ends Feb. 28, 1954

Have you previously held this office? yes When? since March 1932

Who furnished bond? see list on bond

What other bonds do you file? (in this or another position)

How many deputies or clerks will you employ? about 2800 in all classifications Bond you will require of each $ 10,000 blanket coverage

Net annual income from all sources, $ Net Worth, $

Name, address, business of last employer Oregon State Highway Commission

Approximate amount of money handled during the year $ 700,000 revolving fund

Largest amount likely under your control at any time $

Where will funds be deposited? State Treasurer

In what name are deposits kept? State Highway Engineer Do you check on deposits? Yes

By whom and when are your accounts examined? Annually by Secretary of State

Are you custodian of securities? no Are they under joint control?

If tax collector, state amount of levy, $

I hereby certify that the foregoing statements are true and correct. In consideration of the execution by the United States Fidelity and Guaranty Company of the bond herein applied for I agree to pay in advance during the continuation of said bond, every continuation or alteration thereof, every new bond, additional bond and all other bonds regardless of amount executed by the Company on my behalf whether in my present or any other official capacity, the annual premium therefor as determined from the Company's manual of rates (the premium for the bond herein applied for being $____ per annum), and to protect and indemnify the Company against any loss, damage or expense including court costs and counsel fees or any liability therefor incurred by it by reason of the execution thereof. Any payments made in good faith by the Company on account of any such liability, whether or not it is actually liable therefor, shall be conclusive evidence of my liability hereunder.

I agree to bond in reasonable amounts with good and sufficient surety, giving preference to corporate suretyship, each employe of my office who by virtue of his position could cause me loss.

I further agree: to waive, and do hereby waive, any right to claim any property, including homestead, as exempt under any constitution or law of any jurisdiction, from levy, execution, sale, or other legal process; that the Company shall have the right at any time to inspect and audit the accounts and books of my office; and that I will provide all reasonable facilities and assistance for it to arrive at the true condition of my office.

Signed, sealed and dated 2/27/50
(Date)

WITNESS

Robert Hugh Baldock (SEAL)
Applicant

O. B. 200 (Rev. 5-44) 2-46

(OVER)

RECEIVED
[illegible] 1951
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COPY

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. P. GLAISYER
SECRETARY

January 12, 1951

Mr. E. T. Pierce, Clerk
State Land Board
106 Capitol Building
Salem, Oregon

Re: 16689
Ontario-Nyssa Section
Old Oregon Trail Hwy.

Dear Mr. Pierce:

On September 27, 1950, we received permission from the State Land Board to remove gravel from the Snake River below the high water line in front of Government Lots 1 and 2 of Section 3, and Government Lot 1 of Section 4, Township 19 South, Range 47 East, Malheur County.

The State of Oregon by and through its Highway Commission is now desirous of enlarging the area, and as a supplement to the above granted permit, hereby applies for permission to remove gravel and sand from the following described property: "Beginning at a point on the meander line of Lot 1, Section 4, Township 19 South, Range 47 East of the Willamette Meridian, 382.8 feet South 85° East of the meander corner between Section 33, Township 18 South, Range 47 East and Section 4, Township 19 South, Range 47 East of the Willamette Meridian, and running thence North 28° 08' East 940 feet, thence South 54° 40' East 820 feet, thenceSouth 40° 18' West 822.16 feet to the meander line of Section 3, Township 19 South, Range 47 East, thence along said meander line North 58° 15' West 231 feet to the meander corner between Sections 3 and 4 of said Township and Range, and thence along the meander line of Section 4 of said Township North 65° 30' West 349.8 feet, and thence North 85° West 66 feet to the place of beginning, containing 14.335 acres."

A portion of this area is on an island in the Snake River and the Highway Commission agrees to pay the going royalty price for any of this material removed which is above the high water line.

I am attaching hereto a print of the area requested, on which I have indicated in red the portion from which the Highway Department desires to remove materials. An early answer to this application will be very much appreciated.

Very truly yours,

J. M. DEVERS
By
R. L. PORTER
Ass't. Right of Way Engineer

RLP:ts
Enc.

RECEIVED
[illegible] 8 - 1951
FOR FILING

F-35(

[illegible]

[illegible]

January 5, 1951

Mr. W. H. Gardner
Claim Adjuster
Great American Indemnity Company
409 Failing Building
Portland 4, Oregon

Dear Sir:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strausbaugh and Elizabeth Strausbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

This is in response to your communication of January 3.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hd

cc Home Office
Mr. Devers

January 5, 1951

The Fidelity and Casualty Company of New York
U. S. National Bank Building
Portland 4, Oregon

Attention: Mr. H. S. Hargreaves

Gentlemen:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case. Should you so desire you may have the right to associate counsel of your own choosing at your expense.

This is in response to your communication of January 3.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hd
cc Home Office
Mr. Devers

January 5, 1951

Mr. A. E. Phillippey
Branch Claims Manager
United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Dear Sir:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

This is in response to your communication of January 3.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

cc Home Office
Mr. Devers

January 5, 1951

Mr. Jos. A. Boyce
Superintendent of Claims
United States Fidelity and Guaranty Company
Cascade Building
Portland 4, Oregon

Dear Sir:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

This is in response to your communication of December 28.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hk

P. S. In phone call of today you indicated that this reply was satisfactory.
R. H. B.

cc Home Office
Mr. Devers

January 5, 1951

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Claims Manager

Gentlemen:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

cc Home Office
Devers

January 5, 1951

Massachusetts Bonding and Insurance Company
Pittock Block
Portland 5, Oregon

Attention: Claims Manager

Gentlemen:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl

cc Home Office
Mr. Devers

January 5, 1951

New York Casualty Company
Portland Branch Office
725 Yeon Building
Portland 4, Oregon

Attention: Claims Manager

Gentlemen:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl

cc Home Office
Mr. Devers

January 5, 1951

Metropolitan Casualty Insurance
Company of New York
Loyalty Building
Portland 4, Oregon

Attention: Claims Manager

Gentlemen:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

cc Home Office
Mr. Devers

January 5, 1951

American Surety Company of New York
725 Yeon Building
Portland 4, Oregon

Attention: Claims Manager

Gentlemen:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

cc Home Office
Mr. Devers

January 5, 1951

Fidelity & Deposit Company of Maryland
Failing Building
Portland, Oregon

Attention: Claims Manager

[redacted]

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. N. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl

cc Home Office
Mr. Devers

January 5, 1951

Fidelity & Deposit Company of Maryland
Failing Building
Portland, Oregon

Attention: Claims Manager

Gentlemen:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

cc Home Office
Mr. Devers

January 5, 1951

Commercial Casualty Insurance Company
Loyalty Building
Portland 4, Oregon

Attention: Claims Manager

Gentlemen:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl

cc Home Office
Mr. Devers

January 5, 1951

Home Indemnity Company
Lumbermen's Building
Portland 4, Oregon

Attention: Claims Manager

Gentlemen:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur, by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

cc Home Office
Mr. Devers

January 5, 1951

Associated Indemnity Corporation
Yeon Building
Portland 4, Oregon

Attention: Claims Manager

Gentlemen:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elisabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsman, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. N. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl

cc Home Office
Mr. Devers

January 5, 1951

Aetna Casualty & Surety Company
308 Yeon Building
Portland 4, Oregon

Attention: Claims Manager

Gentlemen:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl

cc Home Office
Mr. Devers

January 5, 1951

Royal Indemnity Company
Wilcox Building
Portland 4, Oregon

Attention: Claims Manager

Gentlemen:

In response to an action brought against you in the Circuit Court of the State of Oregon for the County of Malheur by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, which action was taken against the State Highway Commission, myself, other officials of the State Highway Department, my bondsmen, and the contractors, advise that, on the authority of the State Highway Commission, Mr. J. M. Devers, representing the Attorney General's office of the State of Oregon, will represent you in the defense of this case.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

cc Home Office
Mr. Devers

UNITED PACIFIC
Insurance Company
HOME OFFICE - TACOMA, WASHINGTON
PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

January 3, 1951

REGISTERED MAIL - RETURN RECEIPT REQUESTED

Mr. Robert Hugh Baldock
State Highway Engineer
Salem, Oregon

Re: Bond #66733

Dear Mr. Baldock:

There has been served upon us a lawsuit filed in the Circuit Court of the State of Oregon for the County of Malhuer entitled Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, vs. the highway commissioners individually, yourself individually and your assistants, seventeen insurance companies including United Pacific Insurance Company and Rogers Construction Company, Inc. and Babler Bros., Inc.

NOTED
State Highway Engineer

This suit arises out of an alleged trespass on behalf of various of the defendants. The seventeen bonding companies were joined because of the bonds written with yourself as the principal.

As you undoubtedly know when you signed the application for the bond you agreed to "indemnfy the company against all loss, liability, cost, damages, attorneys' fees and expenses whatever which the company may sustain or incur by reason of executing said bond, in making any investigation on account thereof, in prosecuting or defending any action which may be brought in connection therewith, in obtaining a release therefrom and inforcing any of the agreements herein contained."

Because of this agreement we hereby tender the defense of the United Pacific Insurance Company in this case to you.

Service was made on the United Pacific Insurance Company on January 2, 1951 and there are twenty days in which an appearance must be made. Because of the limited time in which an appearance must be made, if we had not had a formal acceptance of the defense of the United Pacific Insurance Company from you or your counsel, we will engage counsel of

AUTOMOBILE - FIDELITY & SURETY - BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE - PLATE GLASS - GROUP DISABILITY

our own to protect our interests and will look to you for all attorney's fees and any other cost whatsoever connected with the defense herein.

We would appreciate very much knowing who will be representing you in the defense of this law suit and also would appreciate hearing from them at an early date.

Very truly your

A E Phillippay

A. E. Phillippay
Branch Claims Manager

AEP:lg
cc:HLGlaisyer, Salem

Copy

SCELLARS, FOLEY & RISING, Inc.
SALEM, ORE., P. O. BOX 310

Bond No. 66733.

UNITED PACIFIC
Insurance Company
HOME OFFICE - TACOMA, WASHINGTON
FIDELITY AND SURETY DEPARTMENT
SEATTLE 14, WASHINGTON

APPLICATION FOR PUBLIC OFFICIAL BOND
(Except Federal)

1. Full name of applicant Robert Hugh Baldock
2. Date and place of birth July 6, 1889 Trinidad, Colorado
3. Residence address 1100 Chemeketa Street; Salem, Oregon (Street and number, city and state)
4. Married, Single or Widower? Married How many depending upon you for support? one
5. Give exact title of Municipal, County or State Government, public official or individual to whom this bond is given State of Oregon
   Official address Salem, Oregon County Marion County seat
6. Amount of bond $ 20,000.00 to date from March 1, 1950, 19
7. Official title of applicant State Highway Engineer
8. Were you elected or appointed? reappointed Date March 1, 1950 (Last election or appointment)
9. Term of office 4 years. Term begins March 1, 1950, 19 . Term ends February 28, 1954
10. Is bond required to be filed annually or for term of office? term
11. Are any other bonds furnished by you in connection with this or any other official positions? If so, state the positions, the amounts of bonds and name of surety or sureties
12. State fully the duties of your office supervision of designing, constructing, maintaining state highways
13. What is your compensation? $800 monthly (If commissions, state the percentage and approximate annual income therefrom, and how and when same is paid to you)
14. Will you employ deputies or clerks? How many? 2800 in all classifications
15. Will you require them to give bonds and in what amount? $10,000 blanket coverage Corporate Personal
16. Have you previously occupied this position? Yes If so, during what period? From March, 1932, to Feb. 28, 1950
17. Who then executed your bond?
18. When were your accounts last examined and by whom?
19. Have you ever had a bond canceled, renewal refused, or an application declined by any Surety Company? No
    If so, give name of company and reason
20. Have you any income other than your official salary or fees in this position? Amount of such income annually, $
    From what source derived?
21. Give particulars of your employment during the past ten years. If unemployed part of the time, so state, give dates and reasons.

FROM WHAT DATE			TO WHAT DATE			DESCRIBE FULLY THE POSITION OCCUPIED	EMPLOYER'S NAME AND ADDRESS (Give street and number, city and state)	YOUR REASON FOR LEAVING
DAY	MO.	YR.	DAY	MO.	YR.			
	Mar.	1932	Present			State Highway Engineer	Ore. State Highway Commission	

22. State amount of liability as endorser on notes or surety for others $
23. Statement of assets and liabilities as of , 19 *(If space below insufficient, attach signed supplemental statement)*

Cash in Bank			Notes payable		
Stocks and Bonds, etc., market value			Borrowed on Stocks, Bonds, etc		
Accounts Receivable			Accounts Payable		
Real Estate consisting of (state whether city or county, improved or unimproved)			Borrowed or due on Real Estate (Give amount of mortgage on each parcel)		
Other Assets			Other Liabilities		
TOTAL ASSETS			TOTAL LIABILITIES		

24. Give names and addresses of five persons, not related to you, who have known you during the past five years.

NAMES	OCCUPATIONS	ADDRESSES (State, city, street and number)

State of Oregon

Official address Salem, Oregon County Marion County seat

6. Amount of bond $ 20,000.00 to date from March 1, 1950 , 19

7. Official title of applicant State Highway Engineer

8. Were you elected or appointed? reappointed Date March 1, 1950 (Last election or appointment)

9. Term of office 4 years. Term begins March 1, 1950 , 19 Term ends February 28 , 1954

10. Is bond required to be filed annually or for term of office? term

11. Are any other bonds furnished by you in connection with this or any other official positions? If so, state the positions, the amounts of bonds and name of surety or sureties

12. State fully the duties of your office supervision of designing, constructing, maintaining state highways

13. What is your compensation? $800 monthly (If commissions, state the percentage and approximate annual income therefrom, and how and when same is paid to you)

14. Will you employ deputies or clerks? How many? 2800 in all classifications

15. Will you require them to give bonds and in what amount? $10,000 blanket coverage Corporate Personal

16. Have you previously occupied this position? Yes If so, during what period? From March , 1932 , to Feb. 28 , 1950

17. Who then executed your bond?

18. When were your accounts last examined and by whom?

19. Have you ever had a bond canceled, renewal refused, or an application declined by any Surety Company? No

If so, give name of company and reason

20. Have you any income other than your official salary or fees in this position? Amount of such income annually, $

From what source derived?

21. Give particulars of your employment during the past ten years. If unemployed part of the time, so state, give dates and reasons.

FROM WHAT DATE			TO WHAT DATE			DESCRIBE FULLY THE POSITION OCCUPIED	EMPLOYER'S NAME AND ADDRESS (Give street and number, city and state)	YOUR REASON FOR LEAVING
DAY	MO.	YR.	DAY	MO.	YR.			
	Mar.	1932	Present			State Highway Engineer	Ore. State Highway Commission	

22. State amount of liability as endorser on notes or surety for others $

23. Statement of assets and liabilities as of , 19 *(If space below insufficient, attach signed supplemental statement)*

Cash in Bank			Notes payable		
Stocks and Bonds, etc., market value			Borrowed on Stocks, Bonds, etc		
Accounts Receivable			Accounts Payable		
Real Estate consisting of (state whether city or county, improved or unimproved)			Borrowed or due on Real Estate (Give amount of mortgage on each parcel)		
Other Assets			Other Liabilities		
TOTAL ASSETS			TOTAL LIABILITIES		

24. Give names and addresses of five persons, not related to you, who have known you during the past five years.

NAMES	OCCUPATIONS	ADDRESSES (State, city, street and number)

THIS APPLICATION IS INCOMPLETE WITHOUT YOUR SIGNATURE ON REVERSE SIDE

Form B1200—Public Official (Except Federal)—Application 10M Revised 11-44—18823

THE FOLLOWING QUESTIONS ARE TO BE ANSWERED ONLY WHERE THE APPLICANT IS RESPONSIBLE FOR PUBLIC MONEYS

25. Approximate amount of money handled during the year, $ 700,000 revolving fund

26. Largest amount at one time under your control? For what length of time

27. To whom and how often do you turn over the receipts of your office?

28. During what months of the year are your receipts largest?

29. In what banks will the receipts of this office be deposited? State Treasurer

30. *Attach hereto last published financial statement of each bank.*

31. Under what authority have these depositories been designated?

32. Have banks heretofore furnished corporate depository bonds or other security to fully protect all bank deposits
State kind of security furnished, whether corporate or personal bonds, or collateral security

33. *Attach hereto copies of resolutions concerned with the last official designation of depositories and approval of security furnished by banks.*

34. During your term of office do you agree to deposit only in legally designated and qualified depositories?

35. If the law does not specifically relieve you of all responsibility for loss by bank failure, do you agree to deposit no funds in bank unless protected in full by corporate depository bond or other security satisfactory to this Company?

36. State exactly in what name deposits are kept State Highway Engineer

37. Will you personally receive interest on such deposits? If not interest, is any consideration, direct or indirect allowed by the depository?

38. Are funds withdrawn from depository by check of applicant? Yes
If so, is the countersignature of any one required, and of whom? Some are countersigned

39. Are funds paid out upon warrants of other officials?

40. Do these warrants accompany or become part of your checks or drafts upon the depository?

41. If custodian of secrities, state *(a)* Amount $ *(b)* Where kept
(c) Are money and securities fully protected by burglary and robbery insurance?
(d) Are same under joint control? *(e)* If so, of whom?

42. To whom and how often do you report receipts and disbursements?
(If special forms are used for such reports, please attach copies)

43. By whom are your accounts examined and at what intervals? Annually by Secretary of State

44. Is this examination required by law?

45. Do you collect taxes? Give amount to be collected, $

46. When will duplicate or levy list be placed in your hands for collection?

47. Are you liable for uncollected taxes?

48. How are you relieved from such responsibility?

49. To whom and when will you make a report of insolvencies and delinquents?

50. When are tax liens filed?

The undersigned applicant for the bond herein described, does hereby represent that the statements made herein as an inducement to the United Pacific Insurance Company (hereinafter called Company) to execute said bond, are true, and, should the Company execute said bond, does hereby agree for himself, his heirs and personal representatives, as follows: FIRST, to pay to the Company premiums on said bond as follows: the sum of Dollars ($) in advance as the premium for the first year of said bond, and, if said bond be for a definite term, to pay in advance the same amount as the premium for each of the subsequent years of said term, or, if said bond be for an indefinite term, to pay in advance, for each of the subsequent years during which liability under said bond shall continue in force and until satisfactory evidence of the termination of such liability shall be furnished to the Company at its office in the City of Seattle, Washington, a premium computed in accordance with the Company's schedule of rates in force at the time such premium shall become due; SECOND, to indemnify the Company against all loss,
liability, costs, damages, attorneys fees and expenses whatever, which the Company may sustain or incur by reason of executing said bond, in
making any investigation on account thereof, in prosecuting or defending any action which may be brought in connection therewith, in obtain-
ing a release therefrom, and in enforcing any of the agreements herein contained; THIRD, that the Company shall have the right, and is hereby
authorized, but not required; *(a)* to adjust, settle or compromise any claim, demand, suit or judgment upon said bond, unless the underisgned
shall request the Company to litigate such claim or demnad or defend such suit or to appeal from such judgment, and shall deposit with the
Company collateral satisfactory to it in kind and amount; and *(b)* to fill up any blank or blanks left herein, and to correct any errors in filling
up any such blank or blanks, it being hereby agreed that any such insertion or correction shall be *prima facie* correct; FOURTH, that in event
of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, attorneys' fees and expenses, claims, demands, suits,
and judgments as aforesaid, an itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other
evidence of such payment, settlement or compromise shall be *prima facie* evidence of the fact and extent of the liability of the undersigned in
any claim or suit hereunder; FIFTH, to waive, and does hereby, waive, all right to claim any property, including homestead, as exempt from levy,
execution, sale or other legal process under the law of any state or states; SIXTH, that this obligation shall be for the benefit of any person or
company that may join with the Company in executing said bond, or that may, at the request of the Company, execute said bond, and also
for the benefit of any company or companies that may assume reinsurance upon said bond; SEVENTH, that separate suits may be brought to
recover hereunder as causes of action shall accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not
prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising; EIGHTH, that nothing herein
contained shall be construed to waive or abridge any right or remedy which the Company might have if this instrument were not executed;
NINTH, that the Company shall have the absolute right to cancel, or procure its release from, said bond in accordance with any cancelation pro-
vision therein contained or under any law for the release of sureties, or otherwise, and the Company is hereby released of and from any dam-
ages that may be sustained by the undersigned by reason of such cancelation or release; TENTH, to render to the Company, when requested, a
statement showing all receipts and disbursements of the office above described and the balances on hand and in banks, with certificates of said
banks showing said balances; to allow any duly authorized representative of the Company full and immediate access to all books, records, cash,
securities, etc., of said office and to render, all such reasonable facilities and assistance as may be necessary for him to arrive at a full and com-
plete knowledge of the true conditions of said office; ELEVENTH, to file with the Company at its office in Seattle, Washington, a depulicate of all
reports of the condition of funds and of the certificates of each and every examination of the condition of said office, as by law required to be made.

31. Under what authority have these depositories been designated?

32. Have banks heretofore furnished corporate depository bonds or other security to fully protect all bank deposits

State kind of security furnished, whether corporate or personal bonds, or collateral security

33. *Attach hereto copies of resolutions concerned with the last official designation of depositories and approval of security furnished by banks.*

34. During your term of office do you agree to deposit only in legally designated and qualified depositories?

35. If the law does not specifically relieve you of all responsibility for loss by bank failure, do you agree to deposit no funds in bank unless protected in full by corporate depository bond or other security satisfactory to this Company?

36. State exactly in what name deposits are kept State Highway Engineer

37. Will you personally receive interest on such deposits? If not interest, is any consideration, direct or indirect allowed by the depository?

38. Are funds withdrawn from depository by check of applicant? Yes

If so, is the countersignature of any one required, and of whom? Some are countersigned

39. Are funds paid out upon warrants of other officials?

40. Do these warrants accompany or become part of your checks or drafts upon the depository?

41. If custodian of secrities, state *(a)* Amount $ *(b)* Where kept

(c) Are money and securities fully protected by burglary and robbery insurance?

(d) Are same under joint control? *(e)* If so, of whom?

42. To whom and how often do you report receipts and disbursements?

(If special forms are used for such reports, please attach copies)

43. By whom are your accounts examined and at what intervals? Annually by Secretary of State

44. Is this examination required by law?

45. Do you collect taxes? Give amount to be collected, $

46. When will duplicate or levy list be placed in your hands for collection?

47. Are you liable for uncollected taxes?

48. How are you relieved from such responsibility?

49. To whom and when will you make a report of insolvencies and delinquents?

50. When are tax liens filed?

The undersigned applicant for the bond herein described, does hereby represent that the statements made herein as an inducement to the United Pacific Insurance Company (hereinafter called Company) to execute said bond, are true, and, should the Company execute said bond, does hereby agree for himself, his heirs and personal representatives, as follows: FIRST, to pay to the Company premiums on said bond as follows: the sum of Dollars ($) in advance as the premium for the first year of said bond, and, if said bond be for a definite term, to pay in advance the same amount as the premium for each of the subsequent years of said term, or, if said bond be for an indefinite term, to pay in advance, for each of the subsequent years during which liability under said bond shall continue in force and until satisfactory evidence of the termination of such liability shall be furnished to the Company at its office in the City of Seattle, Washington, a premium computed in accordance with the Company's schedule of rates in force at the time such premium shall become due; SECOND, to indemnify the Company against all loss, liability, costs, damages, attorneys fees and expenses whatever, which the Company may sustain or incur by reason of executing said bond, in making any investigation on account thereof, in prosecuting or defending any action which may be brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; THIRD, that the Company shall have the right, and is hereby authorized, but not required; *(a)* to adjust, settle or compromise any claim, demand, suit or judgment upon said bond, unless the undersigned shall request the Company to litigate such claim or demnad or defend such suit or to appeal from such judgment, and shall deposit with the Company collateral satisfactory to it in kind and amount; and *(b)* to fill up any blank or blanks left herein, and to correct any errors in filling up any such blank or blanks, it being hereby agreed that any such insertion or correction shall be *prima facie* correct; FOURTH, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, attorneys' fees and expenses, claims, demands, suits, and judgments as aforesaid, an itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be *prima facie* evidence of the fact and extent of the liability of the undersigned in any claim or suit hereunder; FIFTH, to waive, and does hereby, waive, all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states; SIXTH, that this obligation shall be for the benefit of any person or company that may join with the Company in executing said bond, or that may, at the request of the Company, execute said bond, and also for the benefit of any company or companies that may assume reinsurance upon said bond; SEVENTH, that separate suits may be brought to recover hereunder as causes of action shall accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising; EIGHTH, that nothing herein contained shall be construed to waive or abridge any right or remedy which the Company might have if this instrument were not executed; NINTH, that the Company shall have the absolute right to cancel, or procure its release from, said bond in accordance with any cancelation provision therein contained or under any law for the release of sureties, or otherwise, and the Company is hereby released of and from any damages that may be sustained by the undersigned by reason of such cancelation or release; TENTH, to render to the Company, when requested, a statement showing all receipts and disbursements of the office above described and the balances on hand and in banks, with certificates of said banks showing said balances; to allow any duly authorized representative of the Company full and immediate access to all books, records, cash, securities, etc., of said office and to render, all such reasonable facilities and assistance as may be necessary for him to arrive at a full and complete knowledge of the true conditions of said office; ELEVENTH, to file with the Company at its office in Seattle, Washington, a depulicate of all receipts for transfer of funds, and of the certificates of each and every examination of the condition of said office, as by law required to be made, or which shall at any time be made by any person or officer, immediately upon the delivery thereof to the undersigned; and TWELFTH, to require bond in a reasonable penalty with good and sufficient surety (giving preference at all times, where circumstances will permit, to corporate suretyship) from each and every one of the employees of said office, who by reason of their position may cause pecuniary loss to the undersigned.

Signed, sealed and dated this day of , 19

WITNESS:

Applicant Sign Here

NOTE: IF ANY PART[illegible]LAR FORM OF BOND IS REQUIRE[illegible]LEASE ATTACH COPY

Great American
Indemnity Company
New York

JESSE S. PHILLIPS,
CHAIRMAN OF THE BOARD
GUSTAV F. MICHELBACHER,
PRESIDENT
WILLIAM J. AHEARN,
EXECUTIVE VICE-PRESIDENT

ALFRED W. HILLBACK,
VICE-PRESIDENT
GEORGE E. KELLY,
SECRETARY

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM ADJUSTER

January 3rd, 1951

NOTED
State Highway Engineer

Mr. Robert Hugh Baldock
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

As you know, the Great American Indemnity Company, in concert with various other bondsmen, has executed a public official's bond guaranteeing the faithful performance of your duties as State Highway Engineer.

Under the terms of this bond, you agree to hold your bondsmen harmless and we believe that as a public official, you are entitled to defense of actions brought against you in your official capacity by the Attorney General's office of the State of Oregon. We believe that, as your bondsmen, this right of defense by the Attorney General's office extends to us also. We, therefore, herewith tender to you for defense an action brought by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, against you and this Company and others in the Circuit Court of the State of Oregon for the County of Malheur.

Unless you request it, we will not forward to you the complaint purportedly served upon us. It is our understanding you have been supplied with several copies and are conversant with the complaint in detail. If this is not true and you wish us to forward our copy to you for presentation to the Attorney General's office, please immediately advise us.

We respectfully request that you acknowledge receipt of this letter by signing and returning to us the enclosed carbon copy.

Very truly yours,

W. H. Gardner

W. H. Gardner

WHG/B
encl

January 3rd, 1951

Mr. Robert Hugh Baldock
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

As you know, the Great American Indemnity Company, in concert with various other bondsmen, has executed a public official's bond guaranteeing the faithful performance of your duties as State Highway Engineer.

Under the terms of this bond, you agree to hold your bondsmen harmless and we believe that as a public official, you are entitled to defense of actions brought against you in your official capacity by the Attorney General's office of the State of Oregon. We believe that, as your bondsmen, this right of defense by the Attorney General's office extends to us also. We, therefore, herewith tender to you for defense an action brought by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, against you and this Company and others in the Circuit Court of the State of Oregon for the County of Malheur.

Unless you request it, we will not forward to you the complaint purportedly served upon us. It is our understanding you have been supplied with several copies and are conversant with the complaint in detail. If this is not true and you wish us to forward our copy to you for presentation to the Attorney General's office, please immediately advise us.

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Very truly yours,

W. H. Gardner

WHG/B

ONTINENTAL INSURANCE COMPANY   FIDELITY-PHENIX FIRE INSURANCE COMPANY
AGARA FIRE INSURANCE COMPANY   AMERICAN EAGLE FIRE INSURANCE COMPANY
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

America Fore
INSURANCE GROUP

BERNARD M. CULVER, Chairman . . . FRANK A. CHRISTENSEN, President

PORTLAND CLAIMS DEPARTMENT
H. S. HARGREAVES, Claims Manager
U. S. National Bank Building
Portland, Oregon

January 2, 1951

NOTED
State Highway Engineer

Robert Hugh Baldock
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

As you know, The Fidelity and Casualty Company of New York, in concert with various other bondsmen, has executed a public official's bond guaranteeing the faithful performance of your duties as State Highway Engineer. Under the terms of this bond, you agreed to hold the bondsmen harmless and indemnify the Company against any loss, damage, cost charges or expense which might be incurred in consequence as executed. It is our belief that it is your duty to provide us with the necessary defense of any action against you at your own cost and expense.

We, therefore, herewith tender to you for defense an action brought by Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, against you and this Company and others in the Circuit Court of the State of Oregon, in the County of Malheur. Unless you request it, we will not forward to you the Complaint reportedly served upon us. It is our understanding that you have been supplied and are conversant with the Complaint in detail. If this is not true and you wish us to forward our copy to you for presentation to your counsel, please immediately advise us.

We respectfully request that you acknowledge receipt of this letter and sign and return to us the enclosed carbon copy.

Very truly yours,

H. S. Hargreaves
THE FIDELITY AND CASUALTY
COMPANY OF NEW YORK
H. S. HARGREAVES, CLAIMS MANAGER

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

HSH:wt

[illegible] CONTINENTAL INSURANCE COMPANY FIDELITY-PHENIX FIRE INSURANCE COMPANY
NIAGARA FIRE INSURANCE COMPANY AMERICAN EAGLE FIRE INSURANCE COMPANY
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

America Fore
INSURANCE GROUP

BERNARD M. CULVER, Chairman . . . FRANK A. CHRISTENSEN, President

PORTLAND CLAIMS DEPARTMENT
H. S. HARGREAVES, Claims Manager
U. S. National Bank Building
Portland, Oregon

January 2, 1951

Robert Hugh Baldock
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

As you know, The Fidelity and Casualty Company of New York, in concert with various other bondsmen, has executed a public official's bond guaranteeing the faithful performance of your duties as State Highway Engineer. Under the terms of this bond, you agreed to hold the bondsmen harmless and indemnify the Company against any loss, damage, cost charges or expense which might be incurred in consequence as executed. It is our belief that it is your duty to provide us with the necessary defense of any action against you at your own cost and expense.

We, therefore, herewith tender to you for defense an action brought by Fred J. Strasbaugh and Elisabeth Strasbaugh, plaintiffs, against you and this Company and others in the Circuit Court of the State of Oregon, in the County of Malheur. Unless you request it, we will not forward to you the Complaint reportedly served upon us. It is our understanding that you have been supplied and are conversant with the Complaint in detail. If this is not true and you wish us to forward our copy to you for presentation to your counsel, please immediately advise us.

We respectfully request that you acknowledge receipt of this letter and sign and return to us the enclosed carbon copy.

Very truly yours,

H. S. Hargreaves

THE FIDELITY AND CASUALTY
COMPANY OF NEW YORK
H. S. HARGREAVES, CLAIMS MANAGER

HSH:wt

RECEIVED
United Pacific Insurance Company
FOR FILING

[illegible]

[illegible]

January 3, 1951

REGISTERED MAIL - RETURN RECEIPT REQUESTED

Mr. Robert Hugh Baldock
State Highway Engineer
Salem, Oregon

Re: Bond #66733

Dear Mr. Baldock:

There has been served upon us a lawsuit filed in the Circuit Court of the State of Oregon for the County of Malheur entitled Fred J. Strasbaugh and Elizabeth Strasbaugh, plaintiffs, vs. the highway commissioners individually, yourself individually and your assistants, seventeen insurance companies including United Pacific Insurance Company and Rogers Construction Company, Inc. and Babler Bros., Inc.

This suit arises out of an alleged trespass on behalf of various of the defendants. The seventeen bonding companies were joined because of the bonds written with yourself as the principal.

As you undoubtedly know when you signed the application for the bond you agreed to "indemnfy the company against all loss, liability, cost, damages, attorneys' fees and expenses whatever which the company may sustain or incur by reason of executing said bond, in making any investigation on account thereof, in prosecuting or defending any action which may be brought in connection therewith, in obtaining a release therefrom and inforcing any of the agreements herein contained."

Because of this agreement we hereby tender the defense of the United Pacific Insurance Company in this case to you.

Service was made on the United Pacific Insurance Company on January 2, 1951 and there are twenty days in which an appearance must be made. Because of the limited time in which an appearance must be made, if we had not had a formal acceptance of the defense of the United Pacific Insurance Company from you or your counsel, we will engage counsel of

NOTED
B. GLAISYER

Mr. Robert Hugh Baldock -2- January 3, 1951

our own to protect our interests and will look to you for all attorney's fees and any other cost whatsoever connected with the defense herein.

We would appreciate very much knowing who will be representing you in the defense of this law suit and also would appreciate hearing from them at an early date.

Very truly your

A E Phillippay

AEP:lg
cc:HLGlaisyer, Salem

A. E. Phillippay
Branch Claims Manager

RECEIVED
FOR FILING
FORM E-30 25M 8-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 29, 1950

Strasbaugh,

SUBJECT: Fred J. Strasbaugh, et ux.
v.
Ben R. Chandler, et al.
L 1731

To: Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Baldock:

We have been advised by Mr. Chidsey by phone that the land from which the gravel was taken and which apparently is the basis of the complaint in the above-entitled case consists of an island in the Snake River approximately two to three hundred feet distant from the Oregon mainland at its nearest point. Mr. Chidsey stated that the island consists of approximately 160 acres at low water and that probably four or five acres was above mean high water. Mr. Chidsey further advised that the approximately 30,000 cubic yards of material removed took all of the island above mean high water, and that probably the entire island is now below the mean high water level. This island is connected with the Oregon mainland by a dike, which Mr. Chidsey approximates to be between two and three hundred feet in length, ten feet wide, and twelve feet high.

We are in the process of checking records and making inquiries to determine who may own this island or who may claim title to or possession thereof, and in this connection the matter of who built or who now claims ownership of the dike becomes very material.

Inasmuch as this portion of the Snake River is under the control of the United States Army Engineers, a permit should have been issued for the building of the dike, which dike keeps water from flowing between the island and the Oregon mainland, except at times of high water. Upon checking with the Army Engineers yesterday, they were unable to locate in either their Portland files or in their Walla Walla, Washington, files a permit authorizing construction of this dike.

The Army Engineers advised that no one would have the right without permit to either erect structures or to remove natural barriers which might affect the flow of the Snake River in that vicinity, and in that connection we inquired as to whether a permit from them would be necessary should the State desire to remove gravel from the island in question, without disclosing that such gravel had already been removed. We were informed that a permit should be issued by the Army Engineers before any such gravel above high water is removed, for in their opinion the removal of a substantial portion of this island above mean high water might well affect the current and flow of the Snake River.

We checked with the Union Pacific Company to determine whether or not they had constructed the dike between the island and the Oregon mainland, and they were unable to determine from their files at that time whether or not they had constructed such a dike, but intimated that they possibly could have done so in an effort to protect their main-line track approximately one mile downstream on the Oregon side where they have had considerable trouble in the past with washouts, and have on several occasions riprapped the shore. The Union Pacific Company is checking further into this matter with respect to their activities in regard to the dike and will advise us of their findings, all of which is very important with respect to the question of ownership or claim of possession to the island by persons other than Strasbaugh.

Upon a check with the County Assessor's office at Vale, Oregon, we were advised that this island does not appear upon the tax rolls and that there is no ownership of record in the county records. With this fact being true, and should we find that no private persons have a valid claim of title to the island by possession or otherwise, we are then in a position to ask the State Land Board to grant us a permit to remove the gravel which has heretofore been removed; however, before Mr. Pierce will cause such permit to be issued he requires that a survey of the island be made and a print thereof furnished his office. Mr. Chidsey, as I understand, is now making such survey and when we have been furnished the necessary survey data we shall make such application to the State Land Board.

Inasmuch as our removal of the gravel was without permission from the Army Engineers, we should legalize our prior acts by now securing from the Army Engineers a permit to remove such gravel, if such permit will be issued by them. I understand that for a permit of this nature from the Army Engineers it is necessary that we supply them with a print or sketch of the full width of the Snake River at that point, showing the island in question, and its relationship to the Oregon and Idaho mainlands, and other islands in the vicinity. This sketch must also show the diversion structure inasmuch as the island supports the outboard end thereof, and such sketch should show the length, breadth, and height of the diversion structure.

In addition to this print or sketch it will be necessary to also supply a vicinity map showing the location of the island in relation to prominent points, cities, etc., in the vicinity.

If the removal of the island is going to necessitate the removal of the diversion structure, and should we desire to remove the same, we would have to make a separate application to the Engineers for removal of this diversion structure even though the structure is now existing without permit from the Army Engineers. However, I strongly urge that we not make application nor remove the diversion structure nor take any more material from the island itself, for we may cause a change in the flow and current of the Snake River, thus creating additional liability with respect to damage that may be done by the river to properties downstream.

We will appreciate your following up this matter with respect to the survey and information being supplied by Mr. Chidsey to be sure that the same is proper and complete so as to facilitate the securing of a permit from the Engineers to remove the gravel from the island with respect to the affect of such removal upon the flow of the river and the securing of a permit from the State Land Board for removal of the gravel from the island based upon its ownership thereof.

Upon talking with Mr. Chidsey by phone he further advised that the contractor was in the process of setting up a rock crushing plant upon this island for the purpose of removing more gravel, and I advised him that such should be stopped immediately and no more gravel removed therefrom until such time that it can be determined who actually owns the island. I trust that the contractor's operations thereon have been stopped, though you might desire to check to assure yourself that such has been done.

We are accumulating facts relative to ownership, prior possession, flow of the river, acts of our contractors, etc., so that this office may be fully advised of all the facts, so as to properly defend this action, and to be forewarned and forearmed so as not to be surprised at the trial of this case, and we will appreciate your forwarding to us any information that comes to your attention that may in any way be pertinent.

Yours very truly,

J. M. DEVERS

By CWEnfield
C. W. ENFIELD
Assistant Counsel

CWE:avh

CEIVED
FOR FILING
FORM E-90 25M 6-49 22902

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Ontario, Oregon
December 28, 1950

Strasbaugh

SUBJECT:

To: Mr. W.C.Williams
Assistant Highway Engineer
Oregon State Highway Comm.
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir;

At the request of Mr. Chidsey we are mailing to you a sketch map of Sections 32,33 and a part of Section 34 Township 18 S R 47 E;W.M.

This sketch shows positions of hauling roads and Gravel pit that we operated out of on the Nyssa-Ontario Section of the Old Oregon Trail. and the East Corner of Lot 7 of Section 33.

It was impossible to place the property described as belonging to Strasbaugh on the sketch, for the description given is very indefinite, and lack of time prevents ~~futher~~ further search on his description.

We have secured high water marks and taken elevations on same, The dam shown is a earth fill with a concrete irrigation ditch on top of it and was built in 1944.

Hope this supplies the information needed, workmanship on map is not too good due to need of speed.

According to our [illegible] we obtained
31 314 cu. yds. removed from [illegible] pit

Very truly yours
L. C. Johnson
L. C. Johnson
Resident Engineer

cc E.F.Chidsey

RECEIVED
JAN 2 1951
OREGON
STATE HIGHWAY COMMISSION

IVED
1951
FOR FILING

FORM E-30 25M 9-49 34892

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 27, 1950

SUBJECT:

To: Mr. R. H. Baldock

NOTED
W. C. WILLIAMS

I am very fearful that we are confronted with a difficult and embarrassing situation in the case in eastern Oregon in which the Highway Commissioners and several Highway Department people are made defendants. As I said to you yesterday, I have requested additional time in which to make appearance but haven't yet received an answer to my letter. I shall call long distance Friday unless I get an answer in the meantime.

I am now advised by Mr. Chidsey that the place from which the gravel or other road building materials were taken is not the place which is covered by a permit from the State Land Board. So far as I have been thus far advised the materials were taken from an island and we have no permit covering the island. I am having a search of the records made and an examination made in the field so that I can determine the ownership of the island. If the island is owned by the plaintiff, then the State Highway Commission, the State Highway Engineer, the other Highway defendants and the State's contractor are in a very unfortunate position.

I am at a loss to understand why, when we undertake to procure the sources from which our contractor is to get material, we do not stake or outline the boundaries of such area so that the contractr will know from where he has the right to get material, and if he goes beyond those boundaries, then he alone is responsible. I am waiting for Mr. Chidsey to give me facts from the field.

It will not be necessary for any of the defendants to participate in the controversy at this time. If the attorney does not give me the additional time I requested, then I will make an appropriate appearance in court which will hold matters in abeyance until I can get the information I need.

J M Devers
J. M. DEVERS

JMD:jk

ECEIVED
FOR FILING

Salem, Oregon
December 26, 1950

Strasbaugh.

Mr. J. M. Devers

Dear Mr. Devers:

I have carefully read your communication of November 22 in reply to my letter of the 21st with reference to the complaint which was served on me in connection with the case of Strasbaugh et al vs. Chandler et al.

As you know, I will leave for Washington on January 7 and will not return until January 13. Will it be necessary to appear at Vale before I leave, or can someone from the Legal Department represent me before the statutory time of twenty days is up?

Very truly yours,

R. H. Baldock

RHB:hi

FORM E-30 25M 8-50 42299

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 22, 1950

SUBJECT:

To: Mr. R. H. Baldock

I acknowledge receipt of your letter of the 21st with which you sent a copy of the complaint which was served on you in connection with the case of Strasbaugh et al. vs. Chandler et al.

I have already instituted an investigation of the title to the property involved. Our records show that the State Land Board claimed certain property and gave us permission to go upon the property and appropriate therefrom road-building material. An examination of our records show that the property covered by the State Land Board's permit is different from the property described in the complaint. I have asked Mr. Rhode of this office to contact Mr. Chidsey and have the property described in the Land Board's permit staked and have the property described in the complaint staked on the ground. An examination will then be made in the field.

I am fearful, that the contractor may have gone beyond the boundaries of the properties covered by the permit. We can only determine that by an inspection in the field.

As quickly as service is made on other members of the Highway Department I wish you would have them report because appearance of some kind or other must be made within ten days after service if service is made in the county where the case is pending, and within twenty days if service is made in some other county.

JMDevers

J. M. DEVERS

JMD:jk

RECEIVED
JAN 5 - 1951
FOR FILING

Strasbaugh

December 29, 1950

Mr. Jos. A. Boyce
Superintendent of Claims
United States Fidelity and Guaranty Company
Cascade Building
Portland 4, Oregon

Dear Mr. Boyce:

I acknowledge receipt of your letter of December 28 relative to some litigation now pending in Malheur County in which the company you represent is named as a defendant. In your letter you state that for your company you tender me the defense on behalf of myself and your company. My understanding was, when the bond in which your company is named as surety was taken, that it was intended to protect me and the State against loss of any kind and character. I wish to advise that I am relying upon the provisions and obligations of the bond.

Mr. Devers has just informed me that, by stipulation with the attorney for the plaintiff, Devers is given until February 1, 1951 to answer or make other appearance for the Commissioners, the other members of the Highway Department, and for all of the bonding companies who have been made defendants.

Very truly yours,

R. H. Baldock
State Highway Engineer

c.c. Devers.

1731

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 CASCADE BUILDING
520 S. W. SIXTH AVENUE, PORTLAND 4, OREGON
TELEPHONE: BROADWAY 0464

W. TALBOT SINCLAIR
MANAGER
GEORGE C. BOTTOMS
ASSISTANT MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

December 28, 1950

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Re: Our File: 54-S-125 - Robert Hugh Baldock - Principal

This letter will confirm our telephone conversations of December 27th, on the above caption.

In accordance therewith, please consider this letter as a tender to you of the defense on behalf of yourself and this company as your surety in connection with the case of Fred J. Strasbaugh and Elizabeth Strasbaugh vs. yourself, this company, et al, such suit having been brought in the Circuit Court of the State of Oregon for the County of Malheur. A carbon copy of this letter is being addressed to Mr. J. M. Devers, Chief Counsel, as you advise the writer he was handling the matter for you and referred Mr. Devers to this company as the individual to contact in connection with the above tender of defense.

The tender of the defense as above described is in accordance with the indemnity agreement executed by you at the time this company executed your bond as one of the co-sureties therein. We are therefore looking to you to instruct Mr. Devers to appear or answer on behalf of yourself and this company and will you please be so kind as to acknowledge receipt of this letter advising us that an appearance or answer will be arranged for on behalf of yourself and this company at no expense to us. May we respectfully request that this company be advised of all developments and that we be supplied with a copy, in duplicate, of all pleadings filed in connection with this litigation in order that our file will reflect the present status thereof.

May we take this opportunity to thank you for the cooperation you have extended to us in connection with this matter. For your information the Summons and Complaint in this litigation was served upon this company at 10:15 A. M. on December 27, 1950, in Multnomah County.

Yours very truly,

U. S. F. & G.

Jos. A. Boyce
Supt. of Claims

JAB/mr

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[illegible]

[illegible]

Salem, Oregon
December 28, 1950

Strasbaugh

Mr. J. M. Devers
Chief Counsel

As requested this morning, we are listing below the surety companies for the Commission's fidelity bonds:

Ben R. Chandler	$5000	American Surety Company of New York
Chas. H. Reynolds	5000	General Casualty Company of America
M. K. McIver	5000	Hartford Accident and Indemnity Company

The fidelity bonds in the amount of $15,000 for Mr. Baldock expired March 1, 1950, and, on your advice, was not renewed. The United States Fidelity and Guaranty Company furnished this bond, their agent being Huggins Insurance Agency, Salem.

There is also a blanket fidelity bond indemnifying the Commission and R. H. Baldock or his successor in the amount of $10,000 and covering all State employees. This policy insures against loss of money or property for which the insured is legally liable. Excess insurance above the $10,000 blanket amount is carried on the First and Second Assistant Engineers in the amount of $20,000 for each; on the Chief Councel for $5000; on the Assistant Auditor for $10,000; and on the Payroll Supervisor for $10,000. This bond was issued by the General Casualty Company of America.

On the Summons, which we are returning herewith, we have marked with small crosses those suretys which appear on the $350,000 revolving fund bond. The two which are not marked are suretys on two of the Commissioner's $5000 bonds listed above.

Secretary

FAQ:ehr

LING

J M Devers

As requested this morning we are listing below the surety Co's for the Commissioners fidelity bonds:

	amount	Surety
Ben R Chandler	$5000	American Surety Co of New York
Chas. H Reynolds	$5000	General Casualty Co. of America
M. K. Mc Iver	$5000	Hartford Accident & Indemnity Co.

The fidelity bond in the amount of $15,000 for Mr Baldock expired March 1, 1950, and on your advice was not renewed. The U.S. Fidelity & Guaranty Co furnished this bond, through the Higgins Insurance Agency, Salem.

There is also a blanket fidelity bond indemnifying the Commission and RH Baldock or his successor in the amount of $10,000 and covering all state employees. This policy insures against loss of ~~$~~ money or property for which the insured is legally liable. Excess insurance above the $10,000 blanket amount is carried on the First and Second Ass't Engrs in the amount of $20,000 for each; on the Chief Counsel for $5000; for the Ass't Auditor for $10,000; and on the payroll supervisor for $10,000. This bond was issued by the General Casualty Co of America.

On the Summons, which we are returning herewith, we have marked with small crosses those suretys which appear on the $350,000 revolving fund bond. The two which are not marked are suretys on two of the Commissioners $5000 bonds listed above.

H W G

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Salem, Oregon
December 21, 1950

Mr. J. M. Devers

I am attaching a Summons that was served upon me this morning. As I understand it, this gravel was in the Snake River, which the State Land Board said belonged to the State and which was cleared by the Right of Way and Legal Departments for entry by our contractor. The contract (No. 3370) was a joint venture between Rogers Construction Company, Inc. and Babler Brothers, Inc., and some 80,000 yards were secured.

This constitutes the first information that I have received that anyone claimed ownership to this land other than the State Land Board. Apparently we are accused of trespassing. Please advise of the action I should take in answering this Summons.

R. H. Baldock

RHB:me

Encl.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MALHEUR

FRED J. STRASBAUGH and ELIZABETH STRASBAUGH,

Plaintiffs,

vs.

BEN R. CHANDLER;
CHARLES H. REYNOLDS, also known as Chas. H. Reynolds;
M. K. McIVER;
ROBERT HUGH BALDOCK;
W. C. WILLIAMS;
W. W. STIFFLER;
EDWARD CHIDSEY;
LLOYD C. JOHNSON;
AMERICAN SURETY COMPANY OF NEW YORK, a corporation;
GENERAL CASUALTY COMPANY OF AMERICA, a corporation;
HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation;
FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation;
NEW YORK CASUALTY COMPANY, a corporation;
MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation;
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation;
UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation;
GREAT AMERICAN INDEMNITY COMPANY, a corporation;
THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a corporation;
ASSOCIATED INDEMNITY CORPORATION, a corporation;
COMMERCIAL CASUALTY INSURANCE COMPANY, a corporation;
AETNA CASUALTY AND SURETY COMPANY, a corporation;
HOME INDEMNITY COMPANY, a corporation;
MARYLAND CASUALTY COMPANY, a corporation;
ROYAL INDEMNITY COMPANY, a corporation;
UNITED PACIFIC INSURANCE COMPANY, a corporation;
ROGERS CONSTRUCTION, INC., a corporation; and
BABLER BROS., INC., a corporation,

Defendants.

ANSWER OF DEFENDANTS NAMED BELOW

Come now the following answering defendants Ben R. Chandler, Charles H. Reynolds, M. K. McIver, Robert Hugh Baldock, W. C. Williams, W. W. Stiffler, Edward Chidsey, Lloyd C. Johnson, American Surety Company of New York, a corporation, General Casualty Company of America, a corporation, Hartford Accident and Indemnity Company, a corporation, Fidelity and Casualty Company of New York, a corporation, New York Casualty Company, a corporation, Massachusetts Bonding and Insurance Company, a corporation Fidelity and Deposit Company of Maryland, a corporation, United States Fidelity and Guaranty Company, a corporation, Great American Indemnity Company, a corporation, The Metropolitan Casualty Insurance Company of New York, a corporation, Associated Indemnity Corporation, a corpora-

tion, Commercial Casualty Insurance Company, a corporation, Aetna Casualty and Surety Company, a corporation, Home Indemnity Company, a corporation, Maryland Casualty Company, a corporation, Royal Indemnity Company, a corporation and United Pacific Insurance Company, a corporation, and for their answer and the answer of each of them to the complaint filed in the above entitled court and cause, admit, deny and allege as follows:

I.

Answering the allegations set forth in paragraph I of said complaint these answering defendants deny all of said allegations except as hereinafter in this answer affirmatively alleged or admitted.

II.

For answer to the allegations set forth in paragraph II of said complaint these answering defendants admit, deny and allege as follows: Admit that during all the times mentioned in plaintiffs' complaint Fred J. Strasbaugh and Elizabeth Strasbaugh were and now are husband and wife; admit that they were and now are the owners of a portion of the real property described in said paragraph II but deny that they are the owners of the property from which the defendants removed the gravel; admit that at the time the plaintiffs purchased a portion of said property described there was and is a deposit of gravel located in the Snake River in the vicinity of the property described in said complaint; admit that some of the gravel or other mineral aggregate in said stream consists of gravel suitable for pit operation and suitable for making concrete for building construction, highway construction and other similar uses; admit that some of said gravel is a good grade of pit run concrete gravel, but deny that said gravel is the best or only gravel in that vicinity suitable for concrete gravel, gravel for highway construction or other uses; admit that the plaintiff Fred J. Strasbaugh has for a period of years been engaged in the business of handling on a commission basis gravel or other mineral deposits; admit that said plaintiff is now engaged in such business to some extent; except as herein admitted these answering defendants deny each and all of the other allegations and matters set forth in said paragraph II.

III.

Answering paragraph III of said complaint, these answering defendants admit the allegations set forth in said paragraph III. ✓

IV.

For answer to paragraph IV of said complaint, these answering defendants admit the allegations set forth therein. ✓

V.

For answer to paragraph V of said complaint, these answering defendants admit the allegations set forth therein. ✓

VI.

For answer to the allegations set forth in paragraph VI of said complaint, these answering defendants admit the same. ✓

VII.

For answer to the allegations set forth in paragraph VII of said complaint, these answering defendants admit said allegations. ✓ Remark

VIII.

For answer to the allegations set forth in paragraph VIII of said complaint, these answering defendants admit, deny and allege as follows: These answering defendants deny that since the first day of March, 1950, or during all the times or periods covered by plaintiffs' complaint, the laws of the State of Oregon provide, require, contemplate, or now provide, require or contemplate that, (a) the State Highway Engineer shall furnish an official bond or any other than a fidelity bond, and deny that said bond is a combination official and indemnity bond, (b) admit that by the provisions of law, the defendant Robert H. Baldock is required to furnish a fidelity bond in a sum to be fixed by the Highway Commission, but which shall be not less than $200,000.00, and (c) except as herein admitted, or except as hereinafter in these answering defendants' further and separate answer and defense alleged, these answering defendants deny each and all of the allegations of said paragraph VIII.

IX.

For answer to paragraph IX of said complaint, these answering defendants admit the allegations therein set out. ok

X.

For answer to paragraph X of said complaint, these answering defendants admit the allegations of said paragraph X, except that these answering defendants deny the allegation that the defendant Edward Chidsey is or was at any time the duly appointed, qualified or acting officer of the State Highway Commission, and deny that said Edward Chidsey was at any time authorized by the Commission to procure roadbuilding materials. These answering defendants allege that said Chidsey holds the position of Division Engineer, and allege that defendant Johnson holds the position of Resident Highway Engineer, and each acting in such capacity is under the supervision and direction of the State Highway Engineer. But, except as herein admitted, these answering defendants deny all other allegations in said paragraph X.

OK

XI.

For answer to paragraph XI, these defendants admit the allegations set out therein, except that these answering defendants deny that the defendant Lloyd C. Johnson was at any time "an acting officer" of said Commission or of said defendant Baldock, or was a staff engineer, and deny that said defendant Johnson now or at any time was authorized by the Commission to procure concrete gravel or was instructed to supervise the removal of gravel from the real property described in the complaint.

OK

XII.

For answer to the allegations set out in paragraph XII of said complaint, these answering defendants admit said allegations except as in these answering defendants' first further and separate answer alleged.

OK

XIII.

For answer to paragraph XIII of said complaint, these answering defendants, except as hereinafter in their first further and separate answer alleged, admit the allegations set out in said paragraph XIII.

OK

XIV.

For answer to paragraph XIV of said complaint, these answering defendants admit the allegations set out in paragraph XIV except as otherwise alleged in defendants' further and separate answers.

XV.

For answer to the allegations set out in paragraph XV of said complaint these answering defendants deny the allegations set forth in said paragraph XV except as may be alleged in or as may be consistent with facts alleged and set forth in these answering defendants' further and separate answers.

XVI.

For answer to paragraph designated in said complaint as XV(A), these answering defendants deny each and all of the allegations set forth in said paragraph XV(A).

XVII.

Answering paragraph XVI of said complaint, these answering defendants deny each and every allegation therein set forth.

XVIII.

Answering paragraph XVII of said complaint these answering defendants deny each and every allegation therein set forth.

XIX.

Answering paragraph XVIII of said complaint, these answering defendants deny each and every allegation therein set out.

XX.

Answering paragraph XIX of said complaint, these answering defendants deny each and every allegation therein set out.

XXI.

Answering paragraph XX of said complaint, these answering defendants deny each and every allegation therein set out.

XXII.

Answering the allegations set forth in paragraph XXI of said complaint, these answering defendants admit that they made no report or showing to the plaintiffs or either of them of the amount of materials and "concrete gravel" removed by them or any of them, and admit that no payment has been made to the plaintiffs by any of these answering defendants for any materials removed from any of the areas from which materials were excavated, removed and incorporated in said highway. ~~These answering defendants allege that they have no information~~

on which to base a belief in the truth of the allegation that no defendant or other person made payment to plaintiffs for such material.

XXIII.

Answering paragraph XXII of said complaint, these answering defendants deny that they, or any of them, took 50,000 cubic yards, or any other yardage or quantity of concrete gravel or other materials or minerals from property owned or controlled by plaintiffs, and therefore deny said plaintiffs are or were damaged by these defendants or any of them or by anything done by these defendants or any of them in the sum of $50,000 or any other sum or amount.

OK

XXIV.

Answering paragraph XXIII of said complaint, these answering defendants deny the same and the whole thereof and deny that the plaintiffs have been damaged in the sum of $5,000 or any other sum or amount by reason of any act or thing done by these answering defendants or any one of them.

OK

XXV.

Answering paragraph XXIV of said complaint these answering defendants deny that the total of damages sustained by the plaintiffs by reason of anything done by these defendants or any one of them equals the sum of $55,000 or any other sum, and deny that the plaintiffs are entitled to be compensated for damages or at all in the sum of $55,000 or any other sum or amount.

OK

XXVI.

Answering paragraph XXVI of said complaint these answering defendants deny the allegations therein set forth and each and all of said allegations, and deny that the plaintiffs are entitled to receive from these defendants or any of them the sum of $25,000 or any other sum or amount.

FOR A FIRST FURTHER AND SEPARATE ANSWER TO THE COMPLAINT FILED IN THE ABOVE ENTITLED COURT AND CAUSE THESE ANSWERING DEFENDANTS ALLEGE THE FOLLOWING FACTS:

I.

That Ben R. Chandler, Charles H. Reynolds, and M. K. McIver during all of the times herein mentioned were and now are the duly qualified and acting members of the Oregon State Highway Commission, and as such members constitute the Oregon State Highway Commission.

II.

That during all of the times related to matters involved in the above mentioned complaint Robert H. Baldock was and is the duly appointed, qualified and acting State Highway Engineer, W. C. Williams was and is the duly appointed, qualified and acting First Assistant Highway Engineer, W. W. Stiffler was and is the duly appointed, qualified and acting Second Assistant Highway Engineer, the defendant Edward Chidsey was and is a duly appointed, qualified and acting Division Engineer and the defendant Lloyd C. Johnson was and is a duly appointed, qualified and acting Resident Engineer.

III.

That by the laws of the State of Oregon the defendants, members of the Oregon State Highway Commission, are authorized, empowered and directed to locate, construct, reconstruct, improve and maintain a system of State highways in the State of Oregon and allege that the highway known and designated as Old Oregon Trail has been and is a State highway and as such is part of the State Highway system and under the jurisdiction and control of the State Highway Commission.

IV.

That by the laws of the State of Oregon said defendants, Highway Commissioners, are authorized, empowered and directed to provide for highway construction, reconstruction, maintenance and improvement purposes mineral aggregate and other suitable materials including rock, sand, gravel and earth.

V.

That said defendants, Commissioners, are authorized, empowered and directed to let contracts for the construction, reconstruction, improvement or maintenance of State highways or sections of State highways to the lowest and best responsible bidder determined as a result of a call for and receipt of competitive bids.

VI.

That pursuant to a call issued by the said defendants, Commissioners, for competitive bids for the construction of a section of the Old Oregon Trail Highway, which section was located in Malheur County, State of Oregon, the southerly end of which section is at Engineer's Station 44+41.20 (Mile Post 430.29), and the northerly end of which said project is at Engineer's Station

809+66 (Mile Post 418.83) in Malheur County, State of Oregon, bids were received, opened and considered by the Commission and as a result thereof a contract for such road construction was awarded by the Commission to Rogers Construction Company, a partnership, and Babler Brothers, Inc., a corporation, which contract was in the nature of a joint venture by said contractors.

VII.

That the work called for and provided for in said contract consisted of the following five items:

1. Widening of 11.46 miles of highway roadbed, involving approximately 48,000 cubic yards of special borrow excavation.
2. Construction of 11.46 miles of leveling course and shoulders, involving approximately 7,600 cubic yards of crushed materials.
3. Construction of approximately 24,000 tons of asphaltic concrete pavement.
4. Furnishing of approximately 3,000 cubic yards of crushed material in stockpile.
5. Performance of such additional and incidental work as is called for by the specifications and plans.

VIII.

That as required by the laws of the State of Oregon the said contractors in connection with and as a part of the acceptance of said award, and the execution of said contract provided a performance bond which is a part of said contract and which bond was executed by said contractors as principals and by the Peerless Casualty Company as surety.

IX.

That for the purpose of making available places or sources from which the State's contractors might procure materials suitable and available for said highway construction, the defendants, members of the State Highway Commission, in the name of the State of Oregon, has under contract of purchase the following tract of land:

PARCEL 1. A parcel of land lying in Lot 1, West half of the Northwest quarter of the Northwest quarter (W½ NW¼ NW¼) of Section 3, Township 19 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being described as follows:

Beginning at a point which is 126 feet South and 102 feet East of the Northwest corner of said Section

> 3; thence South 46° 29' 20" East, 516.3 feet; thence South 17° 52' 20" East, 778.7 feet; thence North 71° 08' 40" East, 150.4 feet; thence North 8° 33' 50" West, 592.7 feet; thence North 0° 09' 10" East, 499.8 feet; thence South 86° 45' 10" West, 670 feet to the point of beginning, containing 7.78 acres, more or less.
>
> PARCEL 2. Also an easement for a hauling road over and across Lot 1, Section 3, and Lot 1, and the Northwest quarter of the Northeast quarter (NW¼ NE¼) of Section 4, Township 19 South, Range 47 East, W. M., Malheur County, Oregon, the said road being described as follows:
>
> A strip of land 20 feet in width, 10 feet on each side of the following described center line: Beginning at a point which is 126 feet South and 102 feet East of the Northwest corner of said Section 3; thence North 86° 14' 10" West, 2,092 feet to King Avenue, containing 1.0 acre, more or less.

ok

and as an additional source from which there might be procured materials the defendants, Highway Commissioners, procured from the Oregon State Land Board permits by which the said defendants, Commissioners, and said contractors were authorized and empowered to excavate, appropriate, remove and use materials for highway construction from the following places:

> Below the high-water line on the Snake River on that area fronting on Lots 1 and 2 of Section 3, Township 19 South, Range 47 East, and on Lot 1 of Section 4, Township 19 South, Range 47 East, in Malheur County.
>
> ALSO:
>
> Beginning at a point on the meander line of Lot 1, Section 4, Township 19 South, Range 47 East of the Willamette Meridian, 382.8 feet South 85° East of the meander corner between Section 33, Township 18 South, Range 47 East and Section 4, Township 19 South, Range 47 East of the Willamette Meridian, and running thence North 28° 08' East 940 feet, thence South 54° 40' East 820 feet, thence South 40° 18' West 822.16 feet to the meander line of Section 3, Township 19 South, Range 47 East, thence along said meander line North 58° 15' West 231 feet to the meander corner between Sections 3 and 4 of said township and range, and thence along the meander line of Section 4 of said Township North 65° 30' West 349.8 feet, and thence North 85° West 66 feet to the place of beginning, containing 14.335 acres.

X.

That said contractors in the performance of said contract took, excavated and removed sand, rock, gravel and other mineral aggregate from the places and sources described in paragraph IX of this further and separate answer.

AS A SECOND FURTHER AND SEPARATE ANSWER TO THE COMPLAINT FILED BY THE ABOVE NAMED PLAINTIFFS IN THE ABOVE ENTITLED COURT AND CAUSE, THESE ANSWERING DEFENDANTS ALLEGE AS FOLLOWS:

I.

That when the State of Oregon was accepted and admitted into the Union of states as a member of said Union, said State of Oregon was vested with title to the beds of all navigable streams and such title and ownership extended from the high water level on the Oregon shore of said Snake River to the center of said river. These answering defendants allege that the Snake River is a navigable stream and forms a boundary between the state of Idaho and the state of Oregon.

II.

That said Snake River is a navigable stream and therefore the bed of said stream and all of the islands formed therein from the center of said stream toward the Oregon shore are the property of the sovereign state of Oregon and as such are under the supreme control and jurisdiction of the Oregon State Land Board.

III.

The said State Land Board is authorized by law to grant permits or issue leases pursuant to which permit or lease rock, sand, gravel or other mineral aggregate may be taken from said body of water or island therein, and may be used for highway construction or other public use.

IV.

In the performance of the contract awarded by the defendants, Highway Commissioners, for and on behalf of the State, said contractors excavated, removed and appropriated from the real properties described in paragraph IX of defendants first further and separate answer a quantity of sand, rock, gravel and other mineral aggregate and incorporated the same in such highway roadbed.

V.

That all of the materials taken, excavated and appropriated by the defendants, Highway Commissioners, and/or the defendants' contractors were taken from and excavated on real property owned by the State of Oregon acting by and through its State Highway Commission, or from properties owned by and title to which is vested in the sovereign state of Oregon.

VI.

These answering defendants allege that at no time in the past nor do the plaintiffs now own, have title to, or control any of the land, river bed, island or other area from which rock, sand, gravel or other mineral aggregate were obtained, taken or appropriated by the defendants, Highway Commissioners, or its contractors or any of these other answering defendants, for highway or other public purposes or for any purpose.

AS A THIRD FURTHER AND SEPARATE DEFENSE, THESE ANSWERING DEFENDANTS ALLEGE THE FOLLOWING FACTS:

I.

That the plaintiffs were informed and personally knew of the excavation, appropriation and taking of the materials which are the subject of plaintiffs' complaint and knew and had full knowledge of the sources from which said materials were taken, but at no time did the plaintiffs or either of them assert, urge or claim title to any of the lands, river beds, islands or areas from which the said materials were being taken, nor did the plaintiffs, or either of them, or anyone claiming to represent plaintiffs, make any protest or offer any objection to the taking, excavation, removal and appropriation of said materials and therefore the plaintiffs are now estopped to claim damage or compensation for any of the materials taken, used and employed in connection with the construction of said road.

WHEREFORE, these answering defendants pray that plaintiffs take nothing by this action, and pray further that these defendants have and be given judgment against plaintiffs for their costs and disbursements incurred in the defense of said action.

Attorney General for the State of Oregon

Assistant Attorney General for the State of Oregon

Assistant Attorney General for the State of Oregon

Assistant Attorney General for the State of Oregon

STATE OF OREGON)
: ss.
County of Marion)

I, J. M. DEVERS, being first duly sworn, say that I am Chief Counsel to the Oregon State Highway Commission and the foregoing answer is true as I verily believe. I make this verification for the reason that all of the material allegations stated therein are within my personal knowledge and for the further reason that many of the defendants are not in this county.

____

Subscribed and sworn to before me this ______ day of ______________, 1951.

____
Notary Public for Oregon
My Commission expires:

STATE OF OREGON)
: ss.
County of Marion)

I, ROBERT HUGH BALDOCK, W. C. WILLIAMS and W. W. STIFFLER, each for himself, being first duly sworn, say that I am one of the defendants named in the foregoing answer and entitled case, and that the foregoing answer is true as I verily believe.

____

____

____

Subscribed and sworn to before me this ____ day of ________________, 1951.

____
Notary Public for Oregon
My Commission expires:

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MALHEUR

FRED J. STRASBAUGH and ELIZABETH
STRASBAUGH,

Plaintiffs,

vs.

BEN R. CHANDLER;
CHARLES H. REYNOLDS, also known as Chas. H. Reynolds;
M. K. McIVER;
ROBERT HUGH BALDOCK;
W. C. WILLIAMS;
W. W. STIFFLER;
EDWARD CHIDSEY;
LLOYD C. JOHNSON;
AMERICAN SURETY COMPANY OF NEW YORK, a corporation;
GENERAL CASUALTY COMPANY OF AMERICA, a corporation;
HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation;
FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation;
NEW YORK CASUALTY COMPANY, a corporation;
MASSACHUSETTS BONDING AND INSURANCE COMPANY,
a corporation;
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation;
UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation;
GREAT AMERICAN INDEMNITY COMPANY, a corporation;
THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW
YORK, a corporation;
ASSOCIATED INDEMNITY CORPORATION, a corporation;
COMMERCIAL CASUALTY INSURANCE COMPANY, a corporation;
AETNA CASUALTY AND SURETY COMPANY, a corporation;
HOME INDEMNITY COMPANY, a corporation;
MARYLAND CASUALTY COMPANY, a corporation;
ROYAL INDEMNITY COMPANY, a corporation;
UNITED PACIFIC INSURANCE COMPANY, a corporation;
ROGERS CONSTRUCTION, INC., a corporation; and
BABLER BROS., INC., a corporation,

Defendants.

ANSWER OF DEFENDANTS NAMED BELOW

Come now the following answering defendants Ben R. Chandler, Charles H. Reynolds, M. K. McIver, Robert Hugh Baldock, W. C. Williams, W. W. Stiffler, Edward Chidsey, Lloyd C. Johnson, American Surety Company of New York, a corporation, General Casualty Company of America, a corporation, Hartford Accident and Indemnity Company, a corporation, Fidelity and Casualty Company of New York, a corporation, New York Casualty Company, a corporation, Massachusetts Bonding and Insurance Company, a corporation Fidelity and Deposit Company of Maryland, a corporation, United States Fidelity and Guaranty Company, a corporation, Great American Indemnity Company, a corporation, The Metropolitan Casualty Insurance Company of New York, a corporation, Associated Indemnity Corporation, a corpora-

tion, Commercial Casualty Insurance Company, a corporation, Aetna Casualty and Surety Company, a corporation, Home Indemnity Company, a corporation, Maryland Casualty Company, a corporation, Royal Indemnity Company, a corporation and United Pacific Insurance Company, a corporation, and for their answer and the answer of each of them to the complaint filed in the above entitled court and cause, admit, deny and allege as follows:

I.

Answering the allegations set forth in paragraph I of said complaint these answering defendants allege that they have neither jointly nor severally sufficient facts or information upon which to base a belief in the truth of the allegations set forth in said paragraph I, and therefore, and for that reason, deny all of said allegations except as hereinafter in this answer affirmatively alleged or admitted.

II.

For answer to the allegations set forth in paragraph II of said complaint these answering defendants admit, deny and allege as follows: ~~Admit~~ Admit that during all the times mentioned in plaintiffs' complaint Fred J. Strasbaugh and Elizabeth Strasbaugh were and now are husband and wife; admit that they were and now are the owners of a portion of the real property described in said paragraph II ~~but deny that they are the owners of the whole of said described tract and allege that the exact part or amount of said property which said plaintiffs own is unknown to these answering defendants~~ but deny that they are the owners of the property from which the defendants removed the gravel; admit that at the time the plaintiffs purchased a portion of said property described there was and is a deposit of gravel located in the Snake River in the vicinity of the property described in said complaint; admit that some of the gravel or other mineral aggregate in said stream consists of gravel suitable for pit operation and suitable for making concrete for building construction, highway construction and other similar uses; admit that some of said gravel is a good grade of pit run concrete gravel, but deny that said gravel for highway construction or other uses; gravel is the best or only gravel in that vicinity suitable for ~~concrete~~ mined ~~construction~~; ~~admit~~ do not deny that the plaintiff Fred J. Strasbaugh has for a period of years been engaged in the business of handling on a commission basis gravel or other mineral deposits; admit that said plaintiff is now engaged in such business to some extent; except as herein admitted these answering defendants deny each

tion, Commercial Casualty Insurance Company, a corporation, Aetna Casualty and Surety Company, a corporation, Home Indemnity Company, a corporation, Maryland Casualty Company, a corporation, Royal Indemnity Company, a corporation and United Pacific Insurance Company, a corporation, and for their answer and the answer of each of them to the complaint filed in the above entitled court and cause, admit, deny and allege as follows:

I.

Answering the allegations set forth in paragraph I of said complaint these answering defendants deny all of said allegations except as hereinafter in this answer affirmatively alleged or admitted.

II.

For answer to the allegations set forth in paragraph II of said complaint these answering defendants admit, deny and allege as follows: Admit that during all the times mentioned in plaintiffs' complaint Fred J. Strasbaugh and Elizabeth Strasbaugh were and now are husband and wife; admit that they were and now are the owners of a portion of the real property described in said paragraph II but deny that they are the owners of the property from which the defendants removed the gravel; admit that at the time the plaintiffs purchased a portion of said property described there was and is a deposit of gravel located in the Snake River in the vicinity of the property described in said complaint; admit that some of the gravel or other mineral aggregate in said stream consists of gravel suitable for pit operation and suitable for making concrete for building construction, highway construction and other similar uses; admit that some of said gravel is a good grade of pit run concrete gravel, but deny that said gravel is the best or only gravel in that vicinity suitable for concrete gravel, gravel for highway construction or other uses; admit that the plaintiff Fred J. Strasbaugh has for a period of years been engaged in the business of handling on a commission basis gravel or other mineral deposits; admit that said plaintiff is now engaged in such business to some extent; except as herein admitted these answering defendants deny each and all of the other allegations and matters set forth in said paragraph II.

III.

Answering paragraph III of said complaint, these answering defendants admit the allegations set forth in said paragraph III.

IV.

For answer to paragraph IV of said complaint, these answering defendants admit the allegations set forth therein.

V.

For answer to paragraph V of said complaint, these answering defendants admit the allegations set forth therein.

VI.

For answer to the allegations set forth in paragraph VI of said complaint, these answering defendants admit the same.

VII.

For answer to the allegations set forth in paragraph VII of said complaint, these answering defendants admit said allegations.

check
sec 8-~~001~~501
OCLA

VIII.

For answer to the allegations set forth in paragraph VIII of said complaint, these answering defendants admit, deny and allege as follows: These answering defendants deny that since the first day of March, 1950, or during all the times or periods covered by plaintiffs' complaint, the laws of the State of Oregon provide, require, contemplate, or now provide, require or contemplate that, (a) the State Highway Engineer shall furnish an official bond or any other than a fidelity bond, and deny that said bond is a combination official and indemnity bond, (b) admit that by the provisions of law, the defendant Robert H. Baldock is required to furnish a fidelity bond in a sum to be fixed by the Highway Commission, but which shall be not less than $200,000.00, and (c) except as herein admitted, or except as hereinafter in these answering defendants' further and separate answer and defense alleged, these answering defendants deny each and all of the allegations of said paragraph VIII.

IX.

For answer to paragraph IX of said complaint, these answering defendants admit the allegations therein set out.

X.

For answer to paragraph X of said complaint, these answering defendants admit the allegations of said paragraph X, except that these answering ✓ defendants deny the allegation that the defendant Edward Chidsey is or was at any time the duly appointed, qualified or acting officer of the State Highway ? Commission, and deny that said Edward Chidsey was at any time authorized by the Prob infm Commission to procure roadbuilding materials. These answering defendants allege that said Chidsey holds the position of Division Engineer, and allege that defendant Johnson holds the position of Resident Highway Engineer, and each acting in such capacity is under the supervision and direction of the State Highway Engineer. But, except as herein admitted, these answering defendants deny all other allegations in said paragraph X.

XI.

For answer to paragraph XI, these defendants admit the allegations set out therein, except that these answering defendants deny that the defendant Lloyd C. Johnson was at any time "an acting officer" of said Commission or of Same said defendant Baldock, or was a staff engineer, and deny that said defendant Johnson now or at any time was authorized by the Commission to procure concrete gravel or was instructed to supervise the removal of gravel from the real property described in the complaint.

XII.

For answer to the allegations set out in paragraph XII of said complaint, these answering defendants admit said allegations except as in these ✓ answering defendants' first further and separate answer alleged.

XIII.

For answer to paragraph XIII of said complaint, these answering defendants, except as hereinafter in their first further and separate answer alleged, ✓ admit the allegations set out in said paragraph XIII.

XIV.

For answer to paragraph XIV of said complaint, these answering defendants admit the allegations set out in paragraph XIV except as otherwise ✓ alleged in defendants' further and separate answers.

XV.

For answer to the allegations set out in paragraph XV of said complaint these answering defendants deny the allegations set forth in said paragraph XV except as may be alleged in or as may be consistent with facts alleged and set forth in these answering defendants' further and separate answers.

XVI.

For answer to paragraph designated in said complaint as XV(A), these answering defendants deny each and all of the allegations set forth in said paragraph XV(A).

XVII.

Answering paragraph XVI of said complaint, these answering defendants deny each and every allegation therein set forth.

XVIII.

Answering paragraph XVII of said complaint these answering defendants deny each and every allegation therein set forth.

XIX.

Answering paragraph XVIII of said complaint, these answering defendants deny each and every allegation therein set out.

XX.

Answering paragraph XIX of said complaint, these answering defendants deny each and every allegation therein set out.

XXI.

Answering paragraph XX of said complaint, these answering defendants deny each and every allegation therein set out.

XXII.

Answering the allegations set forth in paragraph XXI of said complaint, these answering defendants admit that they made no report or showing to the plaintiffs or either of them of the amount of materials and "concrete gravel" removed by them or any of them, and admit that no payment has been made to the plaintiffs by any of these answering defendants for any materials removed from any of the areas from which materials were excavated, removed and incorporated in said highway. These ~~answering defendants allege that they have~~ no information

~~on which to base a belief in the truth of the allegation~~ that no defendant or ~~other person made payment to plaintiffs for such~~ material.

XXIII.

Answering paragraphXXII of said complaint, these answering defendants deny that they, or any of them, took 50,000 cubic yards, or any other yardage or quantity of concrete gravel or other materials or minerals from property owned or controlled by plaintiffs, and therefore deny said plaintiffs are or were damaged by these defendants or any of them or by anything done by these defendants or any of them in the sum of $50,000 or any other sum or amount.

XXIV.

Answering paragraph XXIII of said complaint, these answering defendants deny the same and the whole thereof and deny that the plaintiffs have been damaged in the sum of $5,000 or any other sum or amount by reason of any act or thing done by these answering defendants or any one of them.

XXV.

Answering paragraph XXIV of said complaint these answering defendants deny thatthe total of damages sustained by the plaintiffs by reason of anything done by these defendants or any one of them equals the sum of $55,000 or any other sum, and deny that the plaintiffs are entitled to be compensated for damages or at all in the sum of $55,000 or any other sum or amount.

XXVI.

Answering paragraph XXVI of said complaint these answering defendants deny the allegations therein set forth and each and all of said allegations, and deny that the plaintiffs are entitled to receive from these defendants or any of them the sum of $25,000 or any other sum or amount.

FOR A FIRST FURTHER AND SEPARATE ANSWER TO THE COMPLAINT FILED IN THE ABOVE ENTITLED COURT AND CAUSE THESE ANSWERING DEFENDANTS ALLEGE THE FOLLOWING FACTS:

I.

That Ben R. Chandler, Charles H. Reynolds, and M. K. McIver during all of the times herein mentioned were and now are the duly qualified and acting members of the Oregon State Highway Commission, and as such members constitute the Oregon State Highway Commission.

II.

That during all of the times related to matters involved in the above mentioned complaint Robert H. Baldock was and is the duly appointed, qualified and acting State Highway Engineer, W. C. Williams was and is the duly appointed, qualified and acting First Assistant Highway Engineer, W. W. Stiffler was and is the duly appointed, qualified and acting Second Assistant Highway Engineer, the defendant Edward Chidsey was and is a duly appointed, qualified and acting Division Engineer and the defendant Lloyd C. Johnson was and is a duly appointed, qualified and acting Resident Engineer.

III.

That by the laws of the State of Oregon the defendants, members of the Oregon State Highway Commission, are authorized, empowered and directed to locate, construct, reconstruct, improve and maintain a system of State highways in the State of Oregon and allege that the highway known and designated as Old Oregon Trail has been and is a State highway and as such is part of the State Highway system and under the jurisdiction and control of the State Highway Commission.

IV.

That by the laws of the State of Oregon said defendants, Highway Commissioners, are authorized, empowered and directed to provide for highway construction, reconstruction, maintenance and improvement purposes mineral aggregate and other suitable materials including rock, sand, gravel and earth.

V.

That said defendants, Commissioners, are authorized, empowered and directed to let contracts for the construction, reconstruction, improvement or maintenance of State highways or sections of State highways to the lowest and best responsible bidder determined as a result of a call for and receipt of competitive bids.

VI.

That pursuant to a call issued by the said defendants, Commissioners, for competitive bids for the construction of a section of the Old Oregon Trail Highway, which section was located in Malheur County, State of Oregcn, the southerly end of which section is at Engineer's Station 44+41.20 (Mile Post Point ~~[illegible]~~ 430.29), and the northerly end of which said project is at Engineer's Station

Built

809+66 (Mile Post 418.83) in Malheur County, State of Oregon, bids were received, opened and considered by the Commission and as a result thereof a contract for such road construction was awarded by the Commission to Rogers Construction Company, a partnership, and Babler Brothers Inc., a corporation, which contract was in the nature of a joint venture by said contractors.

VII.

That the work called for and provided for in said contract consisted of the following five items:

1. Widening of 11.46 miles of highway roadbed, involving approximately 48,000 cubic yards of special borrow excavation. ✓
2. Construction of 11.46 miles of leveling course and shoulders, involving approximately 7,600 cubic yards of crushed materials. ✓ Check
3. Construction of approximately 24,000 tons of asphaltic concrete pavement. ✓
4. Furnishing of approximately 3,000 cubic yards of crushed material in stockpile. ✓
5. Performance of such additional and incidental work as is called for by the specifications and plans. ✓

VIII.

That as required by the laws of the State of Oregon the said contractors in connection with and as a part of the acceptance of said award, and the execution of said contract provided a performance bond which is a part of said contract and which bond was executed by said contractors as principals and by the Peerless Casualty Company as surety. Check

IX.

That for the purpose of making available places or sources from which the State's contractors might procure materials suitable and available for said highway construction, the defendants, members of the State Highway Commission, in the name of the State of Oregon, has under contract of purchase the following tract of land:

> PARCEL 1. A parcel of land lying in Lot 1, West half of the Northwest quarter of the Northwest quarter ($W\frac{1}{2}$ $NW\frac{1}{4}$ $NW\frac{1}{4}$) of Section 3, Township 19 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being described as follows: Check
>
> Beginning at a point which is 126 feet South and 102 feet East of the Northwest corner of said Section

> 3; thence South 46° 29' 20" East, 516.3 feet; thence South 17° 52' 20" East, 778.7 feet; thence North 71° 08' 40" East, 150.4 feet; thence North 8° 33' 50" West, 592.7 feet; thence North 0° 09' 10" East, 499.8 feet; thence South 86° 45' 10" West, 670 feet to the point of beginning, containing 7.78 acres, more or less.
>
> PARCEL 2. Also an easement for a hauling road over and across Lot 1, Section 3, and Lot 1, and the Northwest quarter of the Northeast quarter (NW¼ NE¼) of Section 4, Township 19 South, Range 47 East, W. M., Malheur County, Oregon, the said road being described as follows:
>
> A strip of land 20 feet in width, 10 feet on each side of the following described center line: Beginning at a point which is 126 feet South and 102 feet East of the Northwest corner of said Section 3; thence North 86° 14' 10" West, 2,092 feet to King Avenue, containing 1.0 acre, more or less.

check

check

check

and as an additional source from which there might be procured materials the defendants, Highway Commissioners, procured from the Oregon State Land Board permits by which the said defendants, Commissioners, and said contractors were authorized and empowered to excavate, appropriate, remove and use materials for highway construction from the following places:

> Below the high-water line on the Snake River on that area fronting on Lots 1 and 2 of Section 3, Township 19 South, Range 47 East, and on Lot 1 of Section 4, Township 19 South, Range 47 East, in Malheur County.

Has none ~~[illegible]~~ above high water line

> ALSO:
>
> Beginning at a point on the meander line of Lot 1, Section 4, Township 19 South, Range 47 East of the Willamette Meridian, 382.8 feet South 85° East of the meander corner between Section 33, Township 18 South, Range 47 East and Section 4, Township 19 South, Range 47 East of the Willamette Meridian, and running thence North 28° 08' East 940 feet, thence South 54° 40' East 820 feet, thence South 40° 18' West 822.16 feet to the meander line of Section 3, Township 19 South, Range 47 East, thence along said meander line North 58° 15' West 231 feet to the meander corner between Sections 3 and 4 of said township and range, and thence along the meander line of Section 4 of said Township North 65° 30' West 349.8 feet, and thence North 85° West 66 feet to the place of beginning, containing 14.335 acres.

✓

Check

X.

That said contractors in the performance of said contract took, excavated and removed sand, rock, gravel and other mineral aggregate from the places and sources described in paragraph IX of this further and separate answer.

AS A SECOND FURTHER AND SEPARATE ANSWER TO THE COMPLAINT FILED BY THE ABOVE NAMED PLAINTIFFS IN THE ABOVE ENTITLED COURT AND CAUSE, THESE ANSWERING DEFENDANTS ALLEGE AS FOLLOWS:

I.

That when the State of Oregon was accepted and admitted into the Union of states as a member of said Union, said State of Oregon was vested with title to the beds of all navigable streams and such title and ownership extended from the high water level on the Oregon shore of said Snake River to the center of said river. These answering defendants allege that the Snake River is a navigable stream and forms a boundary between the state of Idaho and the state of Oregon.

II.

That said Snake River is a navigable stream and therefore the bed of said stream and all of the islands formed therein from the center of said stream toward the Oregon shore are the property of the sovereign state of Oregon and as such are under the supreme control and jurisdiction of the Oregon State Land Board.

III.

The said State Land Board is authorized by law to grant permits or issue leases pursuant to which permit or lease rock, sand, gravel or other mineral aggregate may be taken from said body of water or island therein, and may be used for highway construction or other public use.

IV.

In the performance of the contract awarded by the defendants, Highway Commissioners, for and on behalf of the State, said contractors excavated, removed and appropriated from the real properties described in paragraph IX of defendants first further and separate answer a quantity of sand, rock, gravel and other mineral aggregate and incorporated the same in such highway roadbed.

V.

That all of the materials taken, excavated and appropriated by the defendants, Highway Commissioners, and/or the defendants' contractors were taken from and excavated on real property owned by the State of Oregon acting by and through its State Highway Commission, or from properties owned by and title to which is vested in the sovereign state of Oregon.

VI.

These answering defendants allege that at no time in the past nor do the plaintiffs now own, have title to, or control any of the land, river bed, island or other area from which rock, sand, gravel or other mineral aggregate were obtained, taken or appropriated by the defendants, Highway Commissioners, or its contractors or any of these other answering defendants, for highway or other public purposes or for any purpose.

AS A THIRD FURTHER AND SEPARATE DEFENSE, THESE ANSWERING DEFENDANTS ALLEGE THE FOLLOWING FACTS:

I.

That the plaintiffs were informed and personally knew of the excavation, appropriation and taking of the materials which are the subject of plaintiffs' complaint and knew and had full knowledge of the sources from which said materials were taken, but at no time did the plaintiffs or either of them assert, urge or claim title to any of the lands, river beds, islands or areas from which the said materials were being taken, nor did the plaintiffs, or either of them, or anyone claiming to represent plaintiffs, make any protest or offer any objection to the taking, excavation, removal and appropriation of said materials and therefore the plaintiffs are now estopped to claim damage or compensation for any of the materials taken, used and employed in connection with the construction of said road.

WHEREFORE, these answering defendants pray that plaintiffs take nothing by this action, and pray further that these defendants have and be given judgment against plaintiffs for their costs and disbursements incurred in the defense of said action.

Attorney General for the State of Oregon

Assistant Attorney General for the State of Oregon

Assistant Attorney General for the State of Oregon

Assistant Attorney General for the State of Oregon

STATE OF OREGON)
: ss.
County of Marion)

I, J. M. DEVERS, being first duly sworn, say that I am Chief Counsel to the Oregon State Highway Commission and the foregoing answer is true as I verily believe. I make this verification for the reason that all of the material allegations stated therein are within my personal knowledge and for the further reason that many of the defendants are not in this county.

____

Subscribed and sworn to before me this ______ day of ______________, 1951.

____
Notary Public for Oregon

My Commission expires:

STATE OF OREGON)
: ss.
County of Marion)

I, ROBERT HUGH BALDOCK, W. C. WILLIAMS and W. W. STIFFLER, each for himself, being first duly sworn, say that I am one of the defendants named in the foregoing answer and entitled case, and that the foregoing answer is true as I verily believe.

____

____

____

Subscribed and sworn to before me this ____ day of ________________, 1951.

____
Notary Public for Oregon

My Commission expires:

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MALHEUR

Received Dec. 28th

FRED J. STRASBAUGH and
ELIZABETH STRASBAUGH,

Plaintiffs,

vs.

BEN R. CHANDLER;
CHARLES H. REYNOLDS, also known as Chas. H. Reynolds;
M. K. McIVER;
ROBERT HUGH BALDOCK;
W. C. WILLIAMS;
W. W. STIFFLER;
EDWARD CHIDSEY;
LLOYD C. JOHNSON;
AMERICAN SURETY COMPANY OF NEW YORK, a corporation;
GENERAL CASUALTY COMPANY OF AMERICA, a corporation;
HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation;
FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation;
NEW YORK CASUALTY COMPANY, a corporation;
MASSACHUSETTS BONDING AND INSURANCE COMPANY,
a corporation;
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation;
UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation;
GREAT AMERICAN INDEMNITY COMPANY, a corporation;
THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW
YORK, a corporation;
ASSOCIATED INDEMNITY CORPORATION, a corporation;
COMMERCIAL CASUALTY INSURANCE COMPANY, a corporation;
AETNA CASUALTY AND SURETY COMPANY, a corporation;
HOME INDEMNITY COMPANY, a corporation;
MARYLAND CASUALTY COMPANY, a corporation;
ROYAL INDEMNITY COMPANY, a corporation;
UNITED PACIFIC INSURANCE COMPANY, a corporation;
ROGERS CONSTRUCTION, INC., a corporation; and
BABLER BROS., INC., a corporation,

Defendants.

SUMMONS

TO:

BEN R. CHANDLER;
CHARLES H. REYNOLDS, also known as Chas. H. Reynolds;
M. K. McIVER;
ROBERT HUGH BALDOCK;
W. C. WILLIAMS;
W. W. STIFFLER;
EDWARD CHIDSEY;
LLOYD C. JOHNSON;
AMERICAN SURETY COMPANY OF NEW YORK, a corporation;
GENERAL CASUALTY COMPANY OF AMERICA, a corporation;
HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation;
FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation;
NEW YORK CASUALTY COMPANY, a corporation;
MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation;
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation
UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation;
GREAT AMERICAN INDEMNITY COMPANY, a corporation
THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK,
a corporation;

ASSOCIATED INDEMNITY CORPORATION, a corporation;
COMMERCIAL CASUALTY INSURANCE COMPANY, a corporation;
AETNA CASUALTY AND SURETY COMPANY, a corporation;
HOME INDEMNITY COMPANY, a corporation;
MARYLAND CASUALTY COMPANY, a corporation;
ROYAL INDEMNITY COMPANY, a corporation;
UNITED PACIFIC INSURANCE COMPANY, a corporation;
ROGERS CONSTRUCTION, INC., a corporation; and
BABLER BROS., INC., a corporation,

Defendants.

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and answer the complaint filed against you in the above entitled cause within ten days from the date of service of this summons upon you, if served within this county; or if served within any other county of this state, then within twenty days from the date of the service of this summons upon you; or if served outside the State of Oregon but within the United States, then within four weeks from the date of the service of this summons upon you; or if served outside the United States, then within six weeks from the date of the service of this summons upon you; and if you fail so to answer, for want thereof, the plaintiffs will apply to the Court for the relief prayed for in their complaint now on file in this Court and cause, a certified copy of which is herewith served upon you.

Jn. 7

Clyde H Snider
Attorney for Plaintiffs
Box 505
Nyssa, Oregon

STATE OF OREGON)
) ss.
County of Malheur)

I, Clyde H. Snider, Attorney for Plaintiffs, do hereby certify that I have prepared the foregoing copy of Summons and have carefully compared the same with the original thereof; and that it is a correct transcript therefrom and of the whole thereof.

Nyssa, Oregon, dated the 16th day of December, 1950.

Clyde H Snider
Attorney for Plaintiffs
18 North Third Street
Nyssa, Oregon

TO THE SHERIFF SERVING THIS SUMMONS:

You are hereby directed to serve a copy of the within Summons, together with a copy of the Complaint, upon the defendants,

ROBERT HUGH BALDOCK

W. W. STIFFLER

W. C. WILLIAMS

MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation, and

HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation.

Clyde H Snider

Attorney for Plaintiffs

18 North Third Street

Nyssa, Oregon

STATE OF OREGON)
County of) ss.

I,________________________Sheriff of _______________ County, Oregon, do hereby certify that I have served the within Summons within said County and State on the _____day of _______________, 19____, on the within named defendant____ by personally delivering a copy thereof prepared and certified to by Clyde H. Snider, attorney for the plaintiffs, together with a copy of the Complaint mentioned in the within Summons, prepared and certified to by Clyde H. Snider, Attorney for Plaintiffs, to ____personally and in person.

____
Sheriff of
____
County, Oregon

By____________________________
Deputy

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MALHEUR

FRED J. STRASBAUGH and
ELIZABETH STRASBAUGH,

Plaintiffs,

vs.

BEN R. CHANDLER;
CHARLES H. REYNOLDS, also known as Chas. H. Reynolds;
M. K. McIVER;
ROBERT HUGH BALDOCK;
W. C. WILLIAMS;
W. W. STIFFLER;
EDWARD CHIDSEY;
LLOYD C. JOHNSON;
AMERICAN SURETY COMPANY OF NEW YORK, a corporation;
GENERAL CASUALTY COMPANY OF AMERICA, a corporation;
HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation;
FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation;
NEW YORK CASUALTY COMPANY, a corporation;
MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation;
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation;
UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation;
GREAT AMERICAN INDEMNITY COMPANY, a corporation;
THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a corporation;
ASSOCIATED INDEMNITY CORPORATION, a corporation;
COMMERCIAL CASUALTY INSURANCE COMPANY, a corporation;
AETNA CASUALTY AND SURETY COMPANY, a corporation;
HOME INDEMNITY C

COMPLAINT

[illegible], a corporation,

ROYAL [illegible], a corporation;

UNITED [illegible] COMPANY, a corporation,

FOG[illegible], a corporation,

BABLER BROS., INC., a corporation,

Defendants.

Come now the above named plaintiffs and for their cause of action against the above named defendants complain and allege the following facts:

I

That heretofore and prior to the filing hereof, the plaintiffs have applied to the Circuit Court of the State of Oregon, for the County of Malheur and to the Honorable M. A. Biggs, Circuit Judge thereof, for leave to commence an action against the public officers hereinafter named, and each of them, and against the sureties on the respective official bonds and fidelity bond of said public officers; that at the time of making of said application the plaintiffs produced to said Court, and said Judge thereof, certified copies of each of said official bonds and fidelity bond, and an affidavit of Fred J. Strasbaugh, one of the plaintiffs herein, showing the delinquencies all as provided and required by the terms of Section 8-503, O.C.L.A. That leave has been duly granted, pursuant to said application, the law and the provisions of Section 8-502 and 8-503, O.C.L.A., to the plaintiffs herein, and each of them, by an order of said Circuit Court and the Honorable M. A. Biggs, Circuit Judge thereof, made the 12th day of December, 1950, and entered in the office of the County Clerk of the Circuit Court of the County of Malheur, State of Oregon on the 16th day of December, 1950, to commence an action

Deny on I, B. subj. – affirm –

on the official bond of said defendant Ben R. Chandler as Commissioner of the Oregon State Highway Commission, which bond is hereinafter referred to, and against said Ben R. Chandler, principal in said bond, and the American Surety Company of New York, a corporation, surety on said bond, for the default and breach of said Ben R.

Chandler under the terms of said bond as hereinafter set forth;

on the official bond of said defendant Charles H. Reynolds, also known as Chas. H. Reynolds, as Commissioner of the Oregon State Highway Commission, which bond is hereinafter referred to, and against said Charles H. Reynolds, principal in said bond, and the General Casualty Company of America, a corporation, surety on said bond, for the default and breach of said Charles H. Reynolds under the terms of said bond as hereinafter set forth;

on the official bond of said defendant M. K. McIver, as Commissioner of the Oregon State Highway Commission, which bond is hereinafter referred to, and against said M. K. McIver, principal in said bond, and the Hartford Accident and Indemnity Company, a corporation, surety on said bond, for the default and breach of said M. K. McIver under the terms of said bond as hereinafter set forth; 2

on the combination official bond and fidelity bond of said defendant Robert Hugh Baldock as Oregon State Highway Engineer, which combination bond is hereinafter referred to, and against said Robert Hugh Baldock, principal in said combination bond and Fidelity and Casualty Company of New York, a corporation, New York Casualty Company, a corporation, Massachusetts Bonding and Insurance Company, a corporation, Fidelity and Deposit Company of Maryland, a corporation, United States Fidelity and Guaranty Company, a corporation, American Surety Company of New York, a corporation, Great American Indemnity Company, a corporation, The Metropolitan Casualty Insurance Company of New York, a corporation, Associated Indemnity Corporation, a corporation, Commercial Casualty Insurance Company, a corporation, Aetna Casualty and Surety Company, a corporation, Home Indemnity Company, a corporation, Maryland Casualty Company, a corporation, Royal Indemnity Company, a corporation, and United Pacific Insurance Company, a corporation, sureties on said bond for the defaults and breaches on said official bond and fidelity bond of said Oregon State Highway Engineer as hereinafter set forth; and

against defendants Lloyd C. Johnson, Edward Chidsey, Rogers Construction Inc., a corporation and Babler Brothers, Inc., a corporation, W. C.

Willams and [illegible]. W. Stiffler, and other persons liable for the damages and injuries hereinafter described, including appointees, employees and agents of said public officers.

II

That during all the time hereinafter mentioned, Plaintiffs Fred J. Strasbaugh and Elizabeth Strasbaugh were, and now are, husband and wife, and were, and now are, the owners in fee simple of the real property in the County of Malheur, State of Oregon, described as follows:

> Beginning at the Southwest Corner of Lot 6, Section 33, Township 18 South, Range 47 E.W.M.; thence North along the westerly boundary line of said Lot 6 to the Northwest Corner of said Lot 6; thence East along the northerly boundary line of said Lot 6 to a point where said North line of said Lot 6 intersects the westerly bank of the Snake River; thence in a Southeasterly direction and following along the Westerly bank of said Snake River to a point on the South Section line of said Section 33 where said westerly bank of the Snake River intersects said South Section line of said Section 33; thence West along the South boundary line of said Section 33, to the point of beginning, including all of Lots 6 and [illegible] of said Section 33.

That at the time said Plaintiffs purchased and became the owners of said real property there was, and at all times hereinafter mentioned there has been, and now is, a natural deposit of gravel located in the Southeast part of said real property; and that a portion of said natural deposit of gravel at the time of said purchase thereof, and at all said times, consisted of a quantity of gravel suitable for strip pit operation and removal and suitable for making concrete for general building and construction which such gravel is hereinafter referred to as "concrete gravel". That said "concrete gravel", next hereinbefore described, during all of the times hereinafter mentioned was, and now is, the best grade of [illegible] concrete gravel in the Eastern part of the State of Oregon and within a radius of several hundred miles of said real property, [illegible] without washing, and size [illegible] ([illegible]) inches minus; and that said portion of said gravel deposit containing said "concrete gravel" is hereinafter referred to as the "despoiled concrete gravel deposit." That plaintiffs during all the times hereinafter mentioned were, and now are, the owners in fee simple of said "despoiled concrete gravel deposit" and the owners of, and entitled to, the full right of possession, use and enjoyment of said "despoiled concrete gravel deposit" and all of said real property on and over which defendants trespassed as hereinafter alleged. That plaintiff Fred J. Strasbaugh for a period of 25 years next preceding the filing of this Complaint, and continuously for a period of 14 years next preceding the filing hereof, has been in the business of producing, grading and selling sand and gravel and owning deposits thereof for such business. That plaintiffs at all times since about March, 1946, and during all the times hereinafter mentioned have been, and now are, engaged in such business of producing, grading and selling sand and gravel as sole proprietors of a private enterprise; and for the purpose and use of such business and to insure for such business an adequate supply of good quality gravel for general building and construction use, plaintiffs on and before February 20, 1949, purchased and acquired the ownership of, and continued at all times hereinafter mentioned to own,and now own,said real property and said deposit of gravel thereon. That said "despoiled concrete gravel deposit" at all the times hereinafter mentioned was a valuable part of said real property owned by plaintiffs to be used as a capitalasset and resource of great value of and to said business and private enterprise, and the continued and future operation thereof, and a natural resource for the general building and construction requirements of the present and future for the people of the whole area of the Lower Snake River Valley region comprising the Eastern part of the State of Oregon and the western part of the State of Idaho. That natural deposits of such "concrete gravel," and more particularly of concrete gravel of said pit run quality removable by strip pit operation, are scarce and greatly limited in supply in the area within a radius of several hundred miles of said real property. That during all the times hereinafter mentioned said real property and said "despoiled concrete gravel deposit" was, and now is, private property, subject to the provisions of Section 100-115 (26) O.C.L.A. That all of said facts hereinbefore alleged at all the times hereinafter mentioned were, and now are, known, and should have been known, and now should be known, by the defendants herein, and each of them.

III

That on or about the 1st day of April, 1948, defendant Ben R. Chandler was duly appointed to the public office of member and Commissioner of the Oregon State Highway Commission for a period commencing A pril 1, 1948 and expiring March 31, 1951; and that at all times since said 1st day of April, 1948 said Ben R. Chandler has been, during all the times hereinafter mentioned was, and now is, a duly appointed, qualified and acting member, and a Commissioner, of the Oregon State Highway Commission. That said Ben R. Chandler, pursuant to the terms and requirements of Section 100-111, O.C.L.A., on or about the 1st day of April, 1948 gave an official bond, as required by said section. That said official bond dated April 1, 1948 was executed on and about said 1st day of April, 1948 by said Ben R. Chandler, as principal, and the defendant American Surety Company of New York, a corporation, as surety. That by the terms of said official bond said principal and surety acknowledged themselves to be held and firmly bound unto the State of Oregon in the sum of $5,000.00 for which payment, well and truly to be made, said defendants bound themselves, their heirs, executors, administrators, successors and assigns, firmly by said bond. That said official bond was subject to a certain condition written therein, wherein after reciting said appointment of said Ben R. Chandler as such Commissioner, it is thereafter provided that if the said Ben R. Chandler, principal, shall at all times thereafter, so long as he shall continue in said office, faithfully perform the duties of his said office, then said obligation shall be void; otherwise to be and remain in full force and effect. That on and about said 1st day of April, 1948, said official surety bond was approved by the Governor and Attorney General of the State of Oregon, and was in all respects executed, approved, accepted and filed as provided and required by law, and during all times thereafter and hereinafter mentioned has been, and now is, in full force and effect. That a certified copy of said surety bond is hereto attached marked "Exhibit 1", and is hereby made a part hereof as fully as if set out in full herein. That said American Surety Company of New York, during all the times hereinafter mentioned was, and now is, a corporation organized and existing under and by virtue of the laws of the State of New York and duly licensed and authorized to do a surety business in the State of Oregon as surety.

IV

That on or about the 1st day of April, 1949, defendant Charles H. Reynolds was duly appointed to the public office of member and Commissioner of the Oregon State Highway Commission for a period commencing April 1, 1949 and expiring March 31, 1952; and that at all times since said 1st day of April, 1949 said Charles H. Reynolds has been, during all the times hereinafter mentioned was, and now is, a duly appointed, qualified and acting member, and a Commissioner, of the Oregon State Highway Commission. That said Charles H. Reynolds, pursuant to the terms and requirements of Section 100-111, O.C.L.A., on or about the 1st day of April, 1949 gave an official bond, as required by said section. That said official bond dated April 1, 1949 was executed on and about said 1st day of April, 1949 by said Charles H. Reynolds, as principal, and the defendant General Casualty Company of America, a corporation, as surety. That by the terms of said official bond said principal, and surety acknowledged themselves to be held and firmly bound unto the State of Oregon in the sum of $5,000.00 for which payment, well and truly to be made, said defendants bound themselves, their heirs, executors, administrators, successors and assigns, firmly by said bond. That said official bond was subject to a certain condition written therein, wherein after reciting said appointment of said Charles H. Reynolds as such Commissioner, it is thereafter provided that if the said Charles H. Reynolds, principal, shall at all times thereafter, so long as he shall continue in said office, faithfully perform the duties of his said office, then said obligation shall be void; otherwise to be and remain in full force and effect. That on and about said 1st day of April, 1949, said official surety bond was approved by the Governor and Attorney General of the State of Oregon, and was in all respects executed, approved, accepted and filed as provided and required by [illegible] hereinafter [illegible] existing under [illegible] and duly [illegible] State of Oregon as surety.

V

That on or about the 27th day of March, 1950, defendant M. K. McIver was duly appointed to the public office of member and Commissioner of the Oregon State Highway Commission for a period commencing April 1, 1950 and expiring March 31, 1953; and that at all times since said 1st day of April, 1950, said M. K. McIver has been, during all the times hereinafter mentioned was, and now is, a duly appointed, qualified and acting member, and a Commissioner, of the Oregon State Highway Commission. That said M. K. McIver pursuant to the terms and requirements of Section 100-111, O.C.L.A., on or about the 27th day of March, 1950 gave an official bond, as required by said section. That said official bond dated March 27, 1950 was executed on and about said 27th day of March, 1950 by said M. K. McIver, as principal, and the defendant Hartford Accident and Indemnity Company, a corporation, as surety. That by the terms of said official bond said principal and surety acknowledged themselves to be held and firmly bound unto the State of Oregon in the sum of $5,000.00 for which payment, well and truly to be made, said defendants bound themselves, their heirs, executors, administrators, successors and assigns, firmly by said bond. That said official bond was subject to a certain condition written therein, wherein after reciting said appointment of said M. K. McIver as such Commissioner, it is thereafter provided that if the said M. K. McIver [illegible] so long as he shall continue in said office, faithfully perform the duties of his said office, then said obligation shall be void; otherwise to be and remain in full force and effect. That on and about said 1st day of April, 1950 said official surety bond was approved by the Governor and Attorney General of the State of Oregon, and was in all respects executed, approved, accepted and filed as provided and required by law, and during all times thereafter and hereinafter mentioned has been, and now is, in full force and effect. That a certified copy of said surety bond is hereto attached marked "Exhibit 3", and is hereby made a part hereof as fully as if set out in full herein. That said Hartford Accident and Indemnity Company, during all the times hereinafter mentioned was, and now is, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, and duly licensed and authorized to do a surety business in the State of Oregon as surety.

VI

That on the 1st day of April, 1950, said defendants Ben R. Chandler, Charles H. Reynolds and M. K. McIver were, and at all times thereafter have been, and now are, the duly appointed, qualified and acting members of the Oregon State Highway Commission of the State of Oregon and constituted and now constitute, said Commission; that said Ben R. Chandler at all times since said 1st day of April, 1950 has been, and now is, the duly elected, qualified and acting Chairman of said Commission. That since long prior to the 1st day of March, 1950 said Commission was, and at all times thereafter was, and now is, in all respects organized as by law provided and required. That on the 1st day of March, 1950 and for a long time theretofore, the above named Ben R. Chandler and Charles H. Reynolds, and one T. H. Banfield were the duly appointed, qualified and acting members of the Oregon State Highway Commission and constituted said Commission. That said T. H. Banfield during all said times to the 1st day of April, 1950 was the duly elected, qualified and acting Chairman of said Commission. That during all said times among other powers vested by the laws of the State of Oregon in said Oregon State Highway Commission was, and now is, the power and authority to appoint a State Highway Engineer, and to appoint one or more Assistant State Highway

Engineers to perform such duties as might be assigned to them, and each of them, by said Commission and Commissioners; that pursuant to said lawful authorization said Commission on or about the 1st day of March, 1950 appointed the defendant Robert Hugh Baldock to the position and public office of such State Highway Engineer, and appointed the defendant J. C. Williams to the position and public office of such Assistant State Highway Engineer, and designated said J. C. Williams as First Assistant State Highway Engineer, and appointed the defendant W. W. Stiffler to the position and public office of such Assistant State Highway Engineer and designated said W. W. Stiffler as Second Assistant State Highway Engineer. That under the provisions of the laws of the State of Oregon, in the absence of said State Highway Engineer, said Assistant State Highway Engineers, and each of them, during all the times hereinafter mentioned have had, and now have, full authority to perform any duty required or permitted by law to be performed by said State Highway Engineer. That during all of the times hereinafter mentioned, after said 1st day of March, 1950 said Robert Hugh Baldock has been, and now is, the duly appointed, qualified and acting such State Highway Engineer, said W. C. Williams has been, and now is, the duly appointed, qualified and acting such First Assistant State Highway Engineer, and said W. W. Stiffler has been, and now is, the duly appointed qualified and acting such Second Assistant State Highway Engineer.

VII

That during all the times hereinafter mentioned said Ben R. Chandler, Charles H. Reynolds and M. K. McIver each was, and now is, each a Commissioner and member of the Oregon State Highway Commission and a public officer within the meaning of the term "public officer" as used in Section 8-502, O.C.L.A. That during all the times hereinafter mentioned said Robert Hugh Baldock was, and now is, the State Highway Engineer of said Commission and a public officer within the meaning of the term "public officer" as used in Section 8-502, O.C.L.A. That during all the times hereinafter mentioned said W. C. Williams was, and now is, the First Assistant State Highway Engineer of said

Commission and a public officer within the meaning of the term "public officer" as used in Section 8-502, O.C.L.A. That during all the times hereinafter mentioned said W. W. Stiffler was, and now is, the Second Assistant State Highway Engineer of said Commission and a public officer within the meaning of the term "Public officer" as used in Section 8-502, O.C.L.A.

VIII

That on said 1st day of March, 1950, and during all the times hereinafter mentioned, the laws of the State of Oregon provided, required and contemplated, and now provide, require and contemplate, that such State Highway Engineer furnish an official bond; and it is further provided by Section 100-126 (14), O.C.L.A. as amended by Chapter 199, Oregon Laws 1943, and as amended again by Chapter 71, Oregon Laws 1947, that such State Highway Engineer, in addition to said official bond, shall furnish a fidelity bond, as therein provided, in such penal sum not less than $200,000.00 as said Oregon State Highway Commission shall determine. That acting in pursuance of such power, authority and discretion, said Oregon State Highway Commission, prior to the 1st day of March, 1950, and on said date, determined that said Robert Hugh Baldock, as such State Highway Engineer, should furnish such fidelity bond to meet said requirements of the laws of the State of Oregon, and further determined that such official bond and such additional fidelity bond should be in the aggregate combined sum of $350,000.00; that said Commission determined that not less than the sum of $200,000.00, of said principal sum of $350,000.00, should be the principal sum of the fidelity bond provided and required by the terms of said Section 100-126 (14), O.C.L.A. as amended by Chapter 199, Oregon Laws 1943, and as amended again by Chapter 71, Oregon Laws, 1947. That said Robert Hugh Baldock, pursuant to the terms and requirements of the laws of the State of Oregon and said Section 100-126 (14), O.C.L.A., amended as aforesaid, on or about the 1st day of March, 1950 gave a combination official and fidelity bond as required by such law and said Section, and determination. That said combination fidelity bond dated March 1, 1950 was executed on and about said 1st day of March, 1950 by said Robert Hugh Baldock as principal, and the following defendants:

FIDELITY AND CASUALTY COMPANY OF NEW YORK	($25,000.00)
NEW YORK CASUALTY COMPANY	($25,000.00)
MASSACHUSETTS BONDING AND INSURANCE COMPANY	($25,000.00)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND	($25,000.00)
UNITED STATES FIDELITY AND GUARANTY COMPANY	($25,000.00)
AMERICAN SURETY COMPANY OF NEW YORK	($25,000.00)
GREAT AMERICAN INDEMNITY COMPANY	($25,000.00)
THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK	($25,000.00)
ASSOCIATED INDEMNITY CORPORATION	($25,000.00)
COMMERCIAL CASUALTY INSURANCE COMPANY	($25,000.00)
AETNA CASUALTY AND SURETY COMPANY	($20,000.00)
HOME INDEMNITY COMPANY	($20,000.00)
MARYLAND CASUALTY COMPANY	($20,000.00)
ROYAL INDEMNITY COMPANY	($20,000.00)
UNITED PACIFIC INSURANCE COMPANY	($20,000.00)

as sureties. That by the terms of said combination fidelity bond said principal and sureties acknowledged themselves to be held and firmly bound unto the State of Oregon and the said members of its State Highway Commission, defendants herein, in the sum of $350,000.00, for the payment of which sum well and truly to be made, said principal and sureties bound themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by said bond: provided that said sureties bound themselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of them, and for all other purposes each surety on said combination fidelity bond bound itself, jointly and severally with the said principal, defendant Robert Hugh Baldock, for the payment of such sum only as is set forth opposite their names in the schedule hereinbefore set out. That said combination fidelity bond was subject to certain conditions written therein, wherein after reciting said appointment of said Robert Hugh Baldock as such Oregon State Highway Engineer, and W. C. Williams and W. W. Stiffler as such Assistant State Highway Engineers, and said determination of said combination of said amounts on said bond, it is thereafter provided that if said Robert Hugh Baldock, as principal shall faithfully discharge the duties of his said office, and if all persons employed by said Robert Hugh Baldock, as such State Highway Engineer, shall faithfully perform their duties and trust therein, and if the said Robert Hugh Baldock shall transfer and deliver to his successor in office, or to any other person authorized by law to receive the same, all moneys, books, papers, records and other articles and effects belonging to said Oregon State Highway Engineer's office, then said combination fidelity bond shall be void, otherwise to remain in full force and effect. That on or about said 1st day of March, 1950, said combination fidelity bond was approved by the Governor and Attorney General of the State of Oregon, and was in all respects executed, approved, accepted and filed as provided and required by law, and during all times thereafter and hereinafter mentioned has been, and now is, in full force and effect. That a certified copy of said combination fidelity surety bond is hereto attached marked "Exhibit 4", and is hereby made a part hereof as fully as if set out in full herein.

IX

That during all the times hereinafter mentioned said Fidelity and Casualty Company of New York was, and now is, a corporation organized and existing under the laws of the State of New York.

That during all the times hereinafter mentioned said New York Casualty Company was, and now is, a corporation organized and existing under the laws of the State of New York.

That during all the times hereinafter mentioned said Massachusetts Bonding and Insurance Company was, and now is, a corporation organized and existing under the laws of the State of Massachusetts.

That during all the times hereinafter mentioned said Fidelity and Deposit Company of Maryland was, andnow is, a corporation organized and existing under the laws of the State of Maryland.

That during all the times hereinafter mentioned said United States Fidelity and Guaranty Company was, andnow is, a corporation organized and existing under the laws of the State of Maryland.

That during all the times hereinafter mentioned said American Surety Company of New York was, and now is, a corporation organized and existing under the laws of the State of New York.

That during all the times hereinafter mentioned said Great American Indemnity Company was, and now is, a corporation organized and existing under the laws of the State of New York.

That during all the times hereinafter mentioned said The Metropolitan Casualty Insurance Company of New York was, and now is, a corporation organized and existing under the laws of the State of New York.

That during all the times hereinafter mentioned said Associated Indemnity Corporation was, and now is, a corporation organized and existing under the laws of the State of California.

That during all the times hereinafter mentioned said Commercial Casualty Insurance Company was, and now is, a corporation organized and existing under the laws of the State of New Jersey.

That during all the times hereinafter mentioned said Aetna Casualty and Surety Company was, and now is, a corporation organized and existing under the laws of the State of Connecticut.

That during all the times hereinafter mentioned said Home Indemnity Company was, and now is, a corporation organized and existing under the laws of the State of New York.

That during all the times hereinafter mentioned said Maryland Casualty Company was, and now is, a corporation organized and existing under the laws of the State of Maryland.

That during all the times hereinafter mentioned said Royal Indemnity Company was, and now is, a corporation organized and existing under the laws of the State of New York.

That during all the times hereinafter mentioned said United Pacific Insurance Company was, and now is, a corporation organized and existing under the laws of the State of Washington.

That each of said [illegible] mentioned during all times since said 1st day of March, 1950, has been, during all the times hereinafter mentioned was, and now is, duly licensed and authorized to do a surety business in the State of Oregon .

X

That on and about the 1st day of April, 1950, pursuant to the provisions and authority of Section 100-113, O.C.L.A. as amended by Chapter 359, Oregon Laws 1947, said Commission authorized said Oregon State Highway Engineer to employ defendant Edward Chidsey as staff engineer, engineering and technical assistant of said Commission, and said State Highway Engineer pursuant to law and said authorization did so employ said Edward Chidsey. That said Edward Chidsey at all times since said 1st day of April, 1950, and during all the time hereinafter mentioned was, and now is, the duly appointed, qualified and acting officer of said Commission, and the employee of said Commission and said Robert Hugh Baldock, State Highway Engineer, as aforesaid, and as such officer and employee during all said times was, and now is, known as State Highway District Engineer, assigned to, and under the supervision of said Commissioners and said State Highway Engineer in charge of the work of said Oregon State Highway Commission in, Eastern Oregon including said County of Malheur, State of Oregon, and including the work of procuring the concrete gravel and the removal thereof from said real property and "despoiled concrete gravel deposit" as hereinafter described. That during all said times said Edward Chidsey was, and now is, employed by said Robert Hugh Baldock, as such public officer and State Highway Engineer.

XI

That on and about the 1st day of April, 1950, pursuant to the provisions and authority of Section 100-113, O.C.L.A., as amended by Chapter 359, Oregon Laws 1947, said Commission authorized said Oregon State Highway Engineer to employ defendant Lloyd C. Johnson as staff engineer, engineering and technical assistant of said Commission, and said State Highway Engineer pursuant to law and said authorization did so employ said Lloyd C. Johnson. That said Lloyd C. Johnson at all times since said 1st day of April, 1950, and during all the times hereinafter mentioned was, and now is, the duly appointed, qualified and acting officer of said Commission, and theemployee of said Commission and said Robert Hugh Baldock, State Highway Engineer, as aforesaid, and as such officer and employee during all sa id times was, and now is, known as State Highway Resident Engineer, assigned to, and under the supervision of said Commissioners and said State Highway Engineer, in charge of the work of said Oregon State Highway Commission in, Eastern Oregon including said County of Malheur, State of Oregon, and including the work of procuring the concrete gravel and the removal thereof from said real property and "despoiled concrete gravel deposit" as hereinafter described. That during all said times said Lloyd C. Johnson was, and now is, employed by said Robert Hugh Baldock, as such public officer and State Highway Engineer.

XII

That the above named Rogers Construction, Inc., during all the times hereinafter mentioned was, and now is, a corporation organized and existing under and by virtue of the laws of the State of Oregon, with its principal place of business in the City of Portland, County of Multnomah, State of Oregon; that said Rogers Construction, Inc., a corporation, during all the times hereinafter mentioned was, and now is, a joint prime contractor under and by the terms of a certain contract by and between said corporation and said Oregon State Highway Commission, and said Commissioners, and each of them, for the purpose of supplying labor, and furnishing and hauling material for the work on the portion of the Old Oregon Trail hereinafter described. That plaintiffs are informed by said Lloyd C. Johnson, and believe, allege, and represent that said Rogers Construction, Inc., a corporation, is one of two joint contractors who jointly performed the work of digging, loading and transporting the "concrete gravel" hereinafter referred to.

XIII

That the above named Babler Bros., Inc. during all the times hereinafter mentioned was, and now is, a corporation organized and existing under and by virtue of the laws of the State of Oregon, with its principal place of business in the City of Portland, County of Multnomah, State of Oregon; that said Babler Bros., Inc., a corporation, during all the times hereinafter mentioned was, and now is, a joint prime contractor under and by the terms of a certain contract by and between said corporation and said Oregon State Highway Commission and said Commissioners, and each of them, for the purpose of supplying labor, and furnishing and hauling material for the work on the portion of the Old Oregon Trail hereinafter described. That plaintiffs are informed by said defendant Lloyd C.Johnson, and believe, allege and represent that said Babler Bros., Inc., a corporation is one of two joint contractors who jointly performed the work of digging, loading and transporting the "concrete gravel" hereinafter referred to.

XIV

That the Oregon State Highway Commission since long prior to the 1st day of March, 1950 and during all the times thereafter was, and is, required by law to construct, improve and maintain in the State of Oregon a system of State highways; and that a certain highway known as the Old Oregon Trail Highway is a State highway, and as such is part of the Oregon State Highway system. That in the course of the discharge of the official duties of their respective offices as said Commissioners of said Oregon State Highway Commission, the defendant Commissioners hereinbefore named, and said Commission, for the purpose of improving and maintaining,and procuring material therefor, the portion of said Old Oregon Trail from the City of Ontario, State of Oregon to and into the City of Nyssa, State of Oregon, long prior to the events hereinafter mentioned, as plaintiffs are informed,believe and allege, entered into contracts with said Rogers Construction, Inc., and Babler Bros., Inc. under and by the terms of which said contracts, said Rogers Construction, Inc., and Babler Bros., Inc. undertook and bound themselves, respectively, to perform the work and to do the hauling and transporting of the materials for use in said improvement and maintenance of said Old Oregon Trail between said cities of Ontario and Nyssa, Oregon. That said last mentioned portion of said Old Oregon Trail is hereinafter referred to as the "Ontario-Nyssa Road."

XV

That on or about the 15th day of October, 1950, for the purpose of discharging the respective duties of their said respective public offices to improve said "Ontario-Nyssa Road", as aforesaid, defendants Ben R. Chandler, Charles H. Reynolds and M. K. McIver, as such Commissioners, and defendant Robert Hugh Baldock, as such State Highway Engineer, each acting by and for himself, and each and all acting jointly, and in connection with each other by and with concert of action, engaged in the common and joint enterprise among them of procuring gravel as a material for use in said improvement and maintenance of said "Ontario-Nyssa Road", and in furtherance of their common design and objective of obtaining gravel for such purpose, directed and caused to be directed the appointees of said Commission and said State Highway Engineer including defendant W. C. Williams as First Assistant State Highway Engineer, and defendant W. W. Stiffler as Second Assistant State Highway Engineer, the employees of said State Highway Engineer including defendant Edward Chidsey as District State Highway Engineer, and defendant Lloyd C. Johnson as Resident State Highway Engineer, the employees of said Commission, the agents of said State Highway Engineer, and the agents of said Commission, including defendant Rogers Construction, Inc., a corporation, its officers, agents and employees, and defendant Babler Bros., Inc., a corporation, its officers, agents and employees, and each of them, without the consent of plaintiffs, or either of them, to do and perform, and to cause to be done and performed, each and every one of the acts of breaking and entering private real property and excavating, removing, and converting gravel, hereinafter described; and directed and caused the appointees of said Commission and said State Highway Engineer including defendant W. C. Williams as First Assistant State Highway Engineer, and defendant W. W. Stiffler as Second Assistant State Highway Engineer,, the employees of said State Highway Engineer including defendant Edward Chidsey as District State Highway Engineer, and defendant Lloyd C. Johnson as Resident State Highway Engineer, the employees of said Commission, and the agents of said State Highway Engineer, and the agents of said Commission including defendant Rogers Construction, Inc., a corporation, its officers, agents and employees, and defendant Babler Bros., Inc., a corporation, its officers, agents and employees, and each of them, without the consent of plaintiffs, or either of them, to, and in the execution of said directions to, unlawfully and with force break into, enter and trespass upon said private real property, and said "despoiled concrete gravel deposit", owned as aforesaid by plaintiffs, and take down a fence, barring entrance to and, standing upon said private real property and "despoiled concrete gravel deposit", and remove the same, [illegible] onto said land through said fence, breached as aforesaid, an automotive caterpillar equipped with overshot loader, and a bull dozer, and from said 15th day of October to and through the 15th day of November, 1950 and for several days during the week from November 27, 1950 to December 1, 1950, excavate a large area in said "despoiled concrete gravel deposit" on said private real property to a variant depth of from six to twelve feet, and during said period of time continually, and thousands of times, operate into, over and from said private real property and onto and into and out of said "despoiled concrete gravel deposit" a great number of automotive trucks, load said trucks many thousand times from said "despoiled concrete gravel deposit" with said "concrete gravel" and remove many thousand such truck loads thereof from said real property and "despoiled concrete gravel deposit", being a great quantity of said "concrete gravel", to-wit: fifty thousand (50,000) cubic yards thereof, and place said "concrete gravel" on and along said "Ontario-Nyssa Road" for public use; and convert all of said "concrete gravel" removed as aforesaid, and permanently deprive plaintiffs, and each of them, of the possession thereof without the consent of plaintiffs, and each of them, and without compensation to plaintiffs, and either of them.

XV(A)

That said unlawful breaking into and upon, and each and every one of said thousands of entries and trespasses into and upon said private real property and "despoiled concrete gravel deposit", and said unlawful removal and conversion of said "concrete gravel" and the removal and conversion of each and every one of said thousands of loads of "concrete gravel", removed therefrom, and said directions therefor, and each of said acts and directions, was done and performed and given with the common purpose of, and among, said defendants herein, and each of them, as aforesaid, of procuring gravel for the improvement and maintenance of said "Ontario-Nyssa Road", as aforesaid, and in furtherance of such common design, and with the concurrence of each of said defendants. That during all the times herein mentioned, the procurement of gravel for such improvement and maintenance of said "Ontario-Nyssa Road" was within the scope of the official duties and authority of said defendants Commissioners, State Highway Engineer, Assistant State Highway Engineers, District State Highway Engineer~~s~~ and Resident State Highway Engineer; and that the duty of procuring gravel for such purpose was imposed by law, and the performance of the duties of the respective office and employment of each of them in the necessary work of said Commission, and the performance of the duties of each of them in his said respective capacity with said Commission.

That said W. C. Williams, W. W. Stiffler, Edward Chidsey and Lloyd C. Johnson, and all other officers, assistants and employees of said Commission in the discharge of the duties of their said respective offices and employments at all times herein mentioned while acting as aforesaid in the scope of their said official duties and employment, including such wrongful procurement of said "concrete gravel", were responsible to, and official subordinates and employees of, said Ben R. Chandler, Charles H. Reynolds, and M. K. McIver as such Commissioners, and Robert Hugh Baldock, as such State Highway Engineer.

That each of said trespasses and conversions, and directions therefor, was done, performed and given, and caused to be done, performed and given, as aforesaid, by said Edward Chidsey and Lloyd C. Johnson and each of them, as officers of said Commission acting officially within the scope of their said respective official duties and employment, and by virtue of and under color of their said respective offices, and as official subordinates and employees of, and in concert of action with, said defendants Commissioners Ben R. Chandler, Charles H. Reynolds, and M. K. McIver, and said Robert Hugh Baldock, as such State Highway Engineer, and by other employees of said State Highway Commission, of said defendants Commissioners and of said State Highway Engineer acting within the scope of their employment, said other employees to plaintiffs being unknown;

That said Ben R. Chandler, Charles H. Reynolds, and M. K. McIver, as such Commissioners, and said Robert Hugh Baldock, as such State Highway Engineer, each acting, and all acting jointly with each other with said concert of action, wrongfully and unlawfully in the discharge of their said respective duties and authority, and officially by virtue of and under color of their said respective offices, directed, and caused to be directed, their said official subordinates, assistants, and employees, to-wit: said defendants W. C. Williams, W. W. Stiffler, Edward Chidsey and Lloyd C. Johnson, and other employees of said Commission, said defendants Commissioners, and State Highway Engineer, and each of them, said other employees being unknown to plaintiffs, and said Rogers Construction Inc., its officers, agents and employees and said Babler Bros., Inc., its officers, agents and employees, said officers, agents and employees of last two named corporations being unknown to plaintiffs, and each of them, to do and perform said trespasses and conversions, and each of said acts; and said Ben R. Chandler, Charles H. Reynolds and M. T. McIver as such Commissioners, and said Robert Hugh Baldock, as such State Highway Engineer, each acting, and all acting jointly with each with said concert of action, wrongfully and unlawfully in the discharge of the duties and authority of their said respective offices, and within the scope of their said respective official duties and authority, and as aforesaid, supervised, and caused to be supervised, their said official subordinates, assistants, and employees, including said W. C. Williams, W. W. Stiffler, Edward Chidsey and Lloyd C. Johnson and each of them, in doing and performing each of said acts of trespass and conversion.

That said Ben R. Chandler, Charles H. Reynolds and M. T. McIver as such Commissioners, said Robert Hugh Baldock as such State Highway Engineer, said W. C. Williams and W. W. Stiffler as such Assistant State Highway Engineers, said Edward Chidsey, as such District State Highway Engineer, and said Lloyd C. Johnson as such Resident State Highway Engineer, and each of them, in said concert of action among said defendants, as aforesaid, directed and authorized the commission of said trespasses and conversions, and each of them, as aforesaid, and co-operated in the commission thereof with full knowledge thereof, and each of said defendants mentioned in this sentence hereof, with such knowledge, failed and neglected to exercise reasonable supervision over the work of procuring gravel for said improvement and maintenance of said "Ontario-Nyssa Road", and so failed and neglected to exercise reasonable supervision of and over their respective inferior said official subordinates and employees and said Rogers Construction, Inc., and Babler Bros., Inc., their officers agents and employees, each and all engaged as aforesaid in procuring gravel for said "Ontario-Nyssa Road", as a proximate result of which said trespasses and conversions, and each of them, were committed as aforesaid, and each of said defendants acquiesced in each and every one of said trespasses and conversions.

That all of said acts, trespasses and conversions, and each of them, was done and performed, and caused to be done and performed, by said Rogers Construction, Inc., its officers, agents, and employees and said Babler Bros., Inc., its officers, agents and employees, as aforesaid, under and pursuant to said directions of, and with the authorization, knowledge and acquiesence of, said Ben R. Chandler, Charles H. Reynolds and M. K. McIver as such Commissioners, Robert Hugh Baldock as such State Highway Engineer, said W. C. Williams and W. W. Stiffler, as such Assistant State Highway Engineers, said Edward Chidsey, as such District State Highway Engineer, and said Lloyd C. Johnson, as such Resident State Highway Engineer, and in said concert of action with and among said defendants as aforesaid.

XVI

That said unlawful breaking into and upon, and each and every one of such thousands of entries into and upon said private real property and "despoiled concrete gravel deposit", and said unlawful removal and conversion of said "concrete gravel" and the removal and conversion of each and every one of said thousands of loads of "concrete gravel", removed therefrom, and [illegible] thereof, and said neglect of supervision, as aforesaid, constituted, and does constitute, official misconduct and neglect of duty, as those terms are used in Section 8-502, O.C.L.A., of said defendants Ben R. Chandler, Charles H. Reynolds, and M. K. McIver, as such Commissioners and as such public officers of the State of Oregon, and of each of them, and of said Robert Hugh Baldock as such State Highway Engineer, and as such public officer of the State of Oregon, and of said defendants Assistant State Highway Engineers, and each of them, as such and as public officers of the State of Oregon, as aforesaid; that each and every such act [illegible]
as aforesaid by said District Highway Engineer, [illegible] Highway Engineer

and other employees of, and pursuant to said directions of, said Commission, said Defendants Commissioners, and said State Highway Engineer, and said Assistant State Highway Engineers, said District State Highway Engineer and said Resident State Highway Engineer, and each of them, acting as aforesaid; and each and every such act was performed and done by said Rogers Construction, Inc., a corporation, and said Babler Bros., Inc., a corporation, their officers, agents and employees, and each of them, as agents of, and as the proximate result of said directions of, said Commission, defendants said Commissioners, said State Highway Engineer said Assistant State Highway Engineers, said District State Highway Engineer and said Resident State Highway Engineer, and each of them, acting as aforesaid. That each and all of said acts was performed and done while said official bonds and combination official and fidelity bond, and each of them, was in full force and effect and liable thereunder and therefor. That by reason of said unlawful breakings, entries, trespasses, removals and conversions, and each of them, plaintiffs have suffered, and now suffer, great injury and damage, and said injury and damage were at the time sustained, during all times thereafter have been, and now are, the direct and proximate result of said acts of official misconduct and neglect of duty, and each of said acts. That by reason of said unlawful breakings, entries, trespasses, removals and conversions of said "concrete gravel", and said neglect of supervision, and each of said acts, and omissions, and as the proximate result thereof, plaintiffs were, and now are unnecessarily and grievously inconvenienced and unnecessarily and intolerably disturbed in their use and enjoyment of their said private real property, and said gravel deposit, and particularly so inconvenienced and so disturbed in their use and enjoyment of their said "despoiled concrete gravel deposit", all in violation of the duties of said Commission, and defendants said Commissioners, said State Highway Engineer, said First Assistant State Highway said Second Assistant State Highway Engineer, said District State Highway Engineer and said Resident State Highway Engineer and each of them, as provided and required in and by Section 100-115 (26), O. C. L. A.

XVII

That notwithstanding said official bond and undertaking dated April 1, 1948, executed by said Ben R. Chandler as principal and said American Surety Company of New York as surety, said Ben R. Chandler, during said time said bond has been in full force and effect, has not faithfully performed the duties of his said office as Commissioner of the Oregon State Highway Commission; but on the contrary, has acted unfaithfully, illegally, unlawfully and improperly in his said office, and has violated and breached the condition of said bond for his faithful performance of the duties of his said office as such Commissioner, by

(A) his said unlawful breakings and entries, and each of them, into said private real property, and "despoiled concrete gravel deposit",

(B) said removals and conversions of said "concrete gravel", and each of them, and said neglect of supervision,

(C) his said directions, to do each of said acts, given to said agents, and given to said appointees and employees as his official subordinates, and the doing thereof by said agents, appointees and employees pursuant to said directions; and

(D) said damages to said private real property and said unnecessary inconvenience and disturbance of plaintiffs' enjoyment of said private real property as such owners thereof.

That said trespasses, removals, conversions, damage, inconvenience and disturbance proximately resulted from said acts and directions of said Ben R. Chandler as said Commissioner, and from said acts performed pursuan to his said directions; and all of said acts, directions, damages, inconvenience and disturbance constituted, and now constitute, official misconduc and neglect of duty of said Ben R. Chandler as said Commissioner. That by reason of said official misconduct and neglect of duty said last mentione surety has been rendered, and now is, liable for damages upon said bond and undertaking; and that plaintiffs have been, and now are, injured by said official misconduct and neglect of duty of said been R. Chandler as such public officer and Commissioner, and are entitled by law to the benefit of the security of said last mentioned bond, a copy of which is hereto attached as aforesaid marked "Exhibit 1".

XVIII

That notwithstanding said official bond and undertaking dated April 1, 1949, executed by said Chas. H. Reynolds as principal and said General Casualty Company of America as surety, said Chas. H. Reynolds, during said time said bond has been in full force and effect, has not faithfully performed the duties of his said office as Commissioner of the Oregon State Highway Commission; but on the contrary, has acted unfaithfully, illegally, unlawfully and improperly in his said office, and has violated and breached the condition of said bond for his faithful performance of the duties of his said office as such Commissioner, by

(A) his said unlawful breakings and entries, and each of them, into said private real property, and "despoiled concrete gravel deposit",

(B) said removals and conversions of said "concrete gravel", and each of them, and said neglect of supervision,

(C) his said directions to do each of said acts, given to said agents, and given to said appointees and employees as his official subordinates, and the doing thereof by said agents, appointees and employees pursuant to said directions; and

(D) said damages to said private real property and said unnecessary inconvenience and disturbance of plaintiffs' enjoyment of said private real property as such owners thereof.

That said trespasses, removals, conversions, inconvenience and disturbance proximately resulted from said acts and directions of said Charles H. Reynolds as said Commissioner, and from said acts performed pursuant to his said directions; and all of said acts, directions, damages, inconvenience and disturbance constituted, and now constitute, official misconduct and neglect of duty of said Charles H. Reynolds as said Commissioner. That by reason of said official misconduct and neglect of duty said last mentioned surety has been rendered, and now is, liable for damages upon said bond and undertaking; and that plaintiffs have been, and now are, injured by said official misconduct and neglect of duty of said Charles H. Reynolds as such public officer and Commissioner, and are entitled by law to the benefit of the security of said last mentioned bond, a copy of which is hereto attached as aforesaid marked "Exhibit 2".

XIX

That notwithstanding said official bond and undertaking dated March 27, 1950, executed by said M. K. McIver as principal and said Hartford Indemnity Company as surety, said M. K. McIver, during said time said bond has been in full force and effect, has not faithfully performed the duties of his said office as Commissioner of the Oregon State Highway Commission; but on the contrary, has acted unfaithfully, illegally, unlawfully and improperly in his said office, and has violated and breached the condition of said bond for his faithful performance of the duties of his said office as such Commissioner, by

(A) his said unlawful breakings and entries, and each of them, into said private real property, and "despoiled concrete gravel deposit",

(B) said removals and conversions of said "concrete gravel", and each of them, and said neglect of supervision,

(C) his said directions, to do each of said acts, given to said agents, and given to said appointees and employees as his official subordinates, and the doing thereof by said agents, appointees and employees pursuant to said directions; and

(D) said damages to said private real property and said unnecessary inconvenience and disturbance of plaintiffs' enjoyment of said private real property as such owners thereof.

That said trespasses, removals, conversions, damages, inconvenience and disturbance proximately resulted from said acts and directions of said M.K. McIver as said Commissioner, and from acts performed pursuant to his said directions; and all of said acts, directions, damages, inconvenience and disturbance constituted, and now constitute, official misconduct and neglect of duty of said M. K. McIver as said Commissioner. That by reason of said official misconduct and neglect of duty said last mentioned surety has been rendered, and now is liable for damages upon said bond and undertaking; and that plaintiffs have been, and now are, injured by said official misconduct and neglect of duty of said M. K. McIver as such public officer and Commissioner, and are entitled by law to the benefit of the security of said last mentioned bond, a copy of which is hereto attached as aforesaid marked "Exhibit 3".

XX

That notwithstanding said official and fidelity bond and undertaking dated March 1, 1950, executed by said Robert Hugh Baldock as principal and, as hereinbefore alleged, by said surety companies, each being a corporation as hereinbefore alleged, to-wit:

FIDELITY AND CASUALTY COMPANY OF NEW YORK
NEW YORK CASUALTY COMPANY
MASSACHUSETTS BONDING AND INSURANCE COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
UNITED STATES FIDELITY AND GUARANTY COMPANY
AMERICAN SURETY COMPANY OF NEW YORK
GREAT AMERICAN INDEMNITY COMPANY
THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK
ASSOCIATED INDEMNITY CORPORATION
COMMERCIAL CASUALTY INSURANCE COMPANY
AETNA CASUALTY AND SURETY COMPANY
HOME INDEMNITY COMPANY
MARYLAND CASUALTY COMPANY
ROYAL INDEMNITY COMPANY
UNITED PACIFIC INSURANCE COMPANY

as sureties, during said time said bond has been in full force and effect,

(A) said Robert Hugh Baldock has not faithfully discharged the duties of his said office as such State Highway Engineer; but on the contrary has acted unfaithfully, illegally, unlawfully and improperly in the discharge of such duties, and has violated and breached the condition of said last mentioned bond for his faithful discharge of the duties of his said office as such State Highway Engineer, by

(1) his said unlawful breakings and entries, as aforesaid, and each of them, into said private real property, and "despoiled concrete gravel deposit";

(2) said removals and conversions of said "concrete gravel", as aforesaid, and each of them; and said neglect of supervision,

(3) his said directions to do each of said acts, given to said agents, and given to said appointees and employees as his official subordinates, and the doing of said acts by said agents, appointees and employees

pursuant to said directions; and

(4) said damages to said private real property and said unnecessary inconvenience and disturbance of plaintiffs' enjoyment of said private real property as such owners thereof.

That said damages, trespasses, removals, conversions, damages, inconvenience and disturbance proximately resulted from said acts and directions of said Robert Hugh Baldock as said State Highway Engineer and from said acts performed pursuant to his said directions; and all of said acts, directions, damages, inconvenience and disturbance constituted, and now constitute, official misconduct and neglect of duty of said Robert Hugh Baldock, as said State Highway Engineer. That by reason of said official misconduct and neglect of duty each of said last mentioned fifteen (15) sureties has been and now is, liable for damages upon, and for breach of said last mentioned condition of, said bond and undertaking; that plaintiffs have been, and now are, injured by said official misconduct and neglect of duty of said Robert Hugh Baldock as such public officer and State Highway Engineer, and are entitled by law to the benefit of the security of said last mentioned bond, a copy of which is attached hereto as aforesaid marked "Exhibit 4", and

(B) certain persons employed by said Robert Hugh Baldock, as State Highway Engineer, to-wit: said Edward Chidsey, said Lloyd C. Johnson, and other employees of said State Highway Engineer, and each of said employees, has not faithfully performed his respective duties and trusts therein and of his said respective employment as such employee, and each of them, has acted unfaithfully, illegally, unlawfully and improperly in the discharge of such duties and trusts, and has violated and breached the condition of said bond for the faithful performance of all persons employed by said Robert Hugh Baldock, as State Highway Engineer, the principal in said bond, of their respective duties and trusts therein, in the following respects, to-wit:

(1) said employees, and each of them, unlawfully broke and entered, and caused to be broken and entered, into said private real property and "despoiled concrete gravel deposit", as hereinbefore alleged;

(2) said employees, and each of them, removed and converted, and caused to be removed and converted, all of said "concrete gravel" as hereinbefore alleged; and said defendants Edward Chidsey and Lloyd C. Johnson neglected

gravel as aforesaid;

(3) said employees, including said Lloyd C. Johnson, and Edward Chidsey, of said State Highway Engineer, and each of them gave directions to do each of said acts, to said agents, and other such employees; and said Lloyd C. Johnson, Edward Chidsey, said other employees, and, acting pursuant to and under said directions, said agents performed said acts, and each of them, all as hereinbefore alleged; and

(4) said acts, and directions, and acts performed pursuant to said directions, have proximately resulted in said damages to said private real property and said unnecessary inconvenience and disturbance of plaintiffs' enjoyment of said private real property as such owners thereof. That said trespasses, removals, conversions, damages, inconvenience and disturbance proximately resulted from said acts and directions of said employees of said State Highway Engineer, and each of said employees, and from said acts performed pursuant to said directions of each of said employees; and all of said acts, directions, damages inconvenience and disturbance constituted, and now constitute, faithless performance of the duties and trusts of each of said employees as employees of said State Highway Engineer, and constituted, and now constitute official misconduct and neglect of duty of said Robert Hugh Baldock, as said State Highway Engineer. That by reason of said faithless performance by said employees, and each of them, of their said respective duties and trusts, and said official misconduct and neglect of duty, each of said last fifteen (15) mentioned sureties on said last mentioned bond has been rendered, and now is, liable for damages, and for breach of said last mentioned condition, upon said bond and undertaking; and that plaintiffs have been, and now are, injured by said faithless performance of said employees and said official misconduct and neglect of duty of said Robert Hugh Baldock as such public officer and State Highway Engineer, and are entitled by law to the benefit of the security of said last mentioned bond, a copy of which is hereto attached as aforesaid marked "Exhibit 4".

XXI

That defendants, and none of them, has made any report or showing to plaintiffs, and either of them, of the amount of such material and "concrete gravel", so removed by them, and each of them, nor has any of said defendants or any other person made payment to plaintiffs, and either of them, for any such material and "concrete gravel" so taken.

XXII

Plaintiffs are informed and believe and allege that the amount of such material and "concrete gravel" taken, removed and converted, and caused to be taken, removed and converted, as aforesaid by said defendants, and each of them, aggregates more than 50,000 cubic yards; and that the reasonable value thereof is One ($1.00) Dollar per cubic yard, or a sum in excess of $50,000.00; and said defendants, and each of them, took, removed and converted said "concrete gravel", as aforesaid to the damage of plaintiffs in the sum of $50,000.00.

XXIII

Plaintiffs are informed and believe and allege that defendants, and each of them, as aforesaid, wrongfully trespassed, and caused said trespasses, on said real property and "despoiled concrete gravel deposit" an aggregate number of separate times and occasions in excess of 5,000 trespasses, including more than 4,000 such trespasses by and with said automotive trucks and equipment, to the damage of plaintiffs in the further sum of $5,000.00.

XXIV

That the total of said damages of plaintiffs for which they are entitled to compensatory damages is the sum of $55,000.00.

XXVI

That each of the acts and things of which complaint is herein made, as hereinbefore alleged, on said real property and with said "concrete gravel", done by said Ben R. Chandler, Charles H. Reynolds, M. K. McIver, Robert Hugh Baldock, W. C. Williams, W. W. Stiffler, Edward Chidsey, Lloyd C. Johnson, Rogers Construction, Inc., and Babler Bros., Inc., and done by each of said last mentioned defendants, was done by them, and each of them, purposely and maliciously, by willful misconduct and with wanton disregard, and reckless indifference equivalent to intentional violation, (A) of the feelings of plaintiffs , (B) of plaintiffs' rights of ownership of said real property and "concrete gravel", (c) of plaintiffs' rights to the use and enjoyment of said real property and "concrete gravel", and (d) of plaintiffs' rights as proprietors of a private enterprise to the use and benefit of said "concrete gravel" as a valuable and scarce resource to be used in their said private business, for all of which plaintiffs are entitled to receive, and the defendants to be assessed, as exemplary damages, the further sum of $25,000.00.

WHEREFORE, plaintiffs pray for judgment against the defendants, and each of them, for the sum of $55,000.00 compensatory damages, for the further sum of $25,000.00 punitive damages and for their costs and disbursements herein.

Clyde H Snider
Attorney for Plaintiffs,
18 North Third Street,
Nyssa, Oregon

$5,000.00

KNOW ALL MEN BY THESE PRESENTS, That I, Ben R. Chandler, Member of Oregon State Highway Commission, of Coos Bay, Coos County, Oregon, as Principal, and AMERICAN SURETY COMPANY OF NEW YORK a surety company organized and existing under the laws of NEW YORK and duly licensed and authorized to do a surety business in the STATE OF OREGON, as Surety, are held and firmly bound unto the STATE OF OREGON, in the sum of Five Thousand and No/100 ($5,000.00) DOLLARS, lawful money of the United States, to be paid to the said State of Oregon, to which payment, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors or assigns.

Dated this 1st day of April, 1948.

WHEREAS, the said Ben R. Chandler, Principal, has been duly appointed Member of the Oregon State Highway Commission in accordance with the provisions of Section 100-111 O.C.L.A, for a period commencing April 1, 1948, and expiring March 31, 1951.

THE CONDITION OF THIS BOND IS SUCH, That if the said Ben R. Chandler, Principal, shall at all times hereafter, so long as he shall continue in said office, faithfully perform the duties of his office, then this obligation shall be void; otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the 1st day of April. A.D.. 1948.

(SIGNED) BEN R. CHANDLER
Principal

Approved as to form:

George Neuner (SIGNED)
Attorney General for
Oregon

AMERICAN SURETY COMPANY OF NEW YORK
By NASBURG INSURANCE AGENCY
By Edgar V. White
Attorney-in-Fact

Approved:

JOHN H. HALL (SIGNED)
Governor

Countersigned:
NASBURG INSURANCE AGENCY
By: Edgar V. White
PRESIDENT

APPROVED AS TO AUTHORITY OF
ATTORNEY-IN-FACT AND RESIDENT
AGENT FOR SURETY COMPANY
STATE INSURANCE DEPARTMENT

(SIGNED) By Wm. F. Leary, Deputy
B.

"Exhibit 1"

No. 157936 $5,000.00

KNOW ALL MEN BY THESE PRESENTS, That I, Chas. H. Reynolds, Member of Oregon State Highway Commission, of La Grande, Union County, Oregon, as Principal, and GENERAL CASUALTY COMPANY OF AMERICA, a surety company organized and existing under the laws of Washington, and duly licensed and authorized to do a surety business in the State of Oregon, As Surety, are held and firmly bound unto the STATE OF OREGON, in the sum of FIVE THOUSAND and no/100 ($5,000.00) DOLLARS, lawful money of the United States, to be paid to the said State of Oregon, to which payment, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors administrators, successors or assigns.

Dated this 1st day of April, 1949.

WHEREAS, the said Chas. H. Reynolds, Principal, has been duly appointed Member of Oregon State Highway Commission in accordance with the provisions of Section 100-111 O.C.L.A. for a period commencing April 1, 1949, and expiring March 31, 1952.

THE CONDITION OF THIS BOND IS SUCH, That if the said Chas. H. Reynolds, Principal, shall at all times hereafter, so long as he shall continue in said office, faithfully perform the duties of his office then this obligation shall be void; otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the 1st day of April, A. D., 1949.

(Signed) Chas. H. Reynolds
Principal

Approved as to form:

GENERAL CASUALTY COMPANY OF AMERICA,
Surety

George Neuner
Attorney General
for Oregon

(Signed) By Edna M. Stewart
Attorney-in-Fact
Edna M. Stewart.

Approved:

Douglas McKay
Governor

Countersigned:

(Signed) By Edna M. Stewart
Resident Agent

APPROVED AS TO AUTHORITY OF ATTORNEY-IN-FACT AND RESIDENT AGENT FOR THE SURETY COMPANY.
STATE INSURANCE DEPARTMENT

(Signed) By m. F. Leary, Deputy

"Exhibit 2"

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford, Connecticut

No. 2487461 $5,000.00

KNOW ALL MEN BY THESE PRESENTS, That I. M. K. McIver, Member of Oregon State Highway Commission, of Portland, Multnomah County, Oregon, as Principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY a surety company organized and existing under the laws of Connecticut and duly licensed and authorized to do a surety business in the State of Oregon, as Surety, are held and firmly bound unto the STATE OF OREGON, in the sum of FIVE THOUSAND and no/100 ($5,000.00) DOLLARS, lawful money of the United States, to be paid to the said State of Oregon, to which payment, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors or assigns.

Dated this 27th day of March, 1950.

WHEREAS, the said M. K. McIver, Principal, has been duly appointed Member of Oregon State Highway Commission in accordance with the provisions of Section 100-111, O.C.L.A. for a period commencing April 1, 1950, and expiring March 31, 1953.

THE CONDITION OF THIS BOND IS SUCH, That if the said M. K. McIver, Principal, shall at all times hereafter, so long as he shall continue in said office, faithfully perform the duties of his office, then this obligation shall be void; otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the 27th day of March, A. D., 1950.

(SIGNED) M. K. McIver
Principal

Approved as to form:

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

George Neuner
Attorney General for Oregon

(SIGNED) By Wauneta L. Short,
Wauneta L. Short, Attorney-in-Fact

Countersigned:

Approved:

Douglas McKay
Governor

(SIGNED) By: Norman Knowlton
Resident Agent

APPROVED AS TO AUTHORITY OF
ATTORNEY-IN-FACT AND RESIDENT
AGENT FOR THE SURETY COMPANY.
STATE INSURANCE DEPARTMENT

(SIGNED) By Wm. F. Leary, Deputy
B.

"Exhibit 3", page 1

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford, Connecticut

STATE OF OREGON)
) ss.
County of Multnomah)

On this 27th day of March, 1950, before me appeared Wauneta L. Short to me personally known, who being duly sworn did say that she is Attorney-in-Fact of the Hartford Accident and Indemnity Company, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Trustees and said Wauneta L. Short acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first in this my certificate written.

(SIGNED) Robert A. Wagner

Notary Public for Oregon

My Commission Expires: 6/18/52

"Exhibit 3", page 2

KNOW ALL MEN BY THESE PRESENTS, That we, ROBERT HUGH BALDOCK of Salem, Marion County, State of Oregon, as principal, and the corporations hereinafter designated as Surety A to Surety O, inclusive, as Sureties, are held and firmly bound unto the State of Oregon and the members of its State Highway Commission in the full penal sum of THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000.00), for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: PROVIDED, That we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite its name in the following schedule:

A	FIDELITY AND CASUALTY COMPANY OF NEW YORK	TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)
B	NEW YORK CASUALTY COMPANY	TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)
C	MASSACHUSETTS BONDING AND INSURANCE COMPANY	TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)
D	FIDELITY AND DEPOSIT COMPANY OF MARYLAND	TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)
E	UNITED STATES FIDELITY AND GUARANTY COMPANY	TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)
F	AMERICAN SURETY COMPANY OF NEW YORK	TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)
G	GREAT AMERICAN INDEMNITY COMPANY	TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)
H	THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK	TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)
I	ASSOCIATED INDEMNITY CORPORATION	TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)
J	COMMERCIAL CASUALTY INSURANCE COMPANY	TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)
K	AETNA CASUALTY AND SURETY COMPANY	TWENTY THOUSAND DOLLARS ($20,000.00)
L	HOME INDEMNITY COMPANY	TWENTY THOUSAND DOLLARS ($20,000.00)
M.	MARYLAND CASUALTY COMPANY	TWENTY THOUSAND DOLLARS ($20,000.00)
N	ROYAL INDEMNITY COMPANY	TWENTY THOUSAND DOLLARS ($20,000.00)
O	UNITED PACIFIC INSURANCE COMPANY	TWENTY THOUSAND DOLLARS ($20,000.00)

Signed, sealed and dated this first day of March, 1950.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Mr. T. H. Banfield, Mr. Ben R. Chandler, and Mr. Chas. H. Reynolds are the duly appointed, qualified and acting members of the Oregon State Highway Commission of the State of Oregon; and

WHEREAS, among other powers vested in the Highway Commission is the power and authority to appoint a highway engineer who shall be called the State Highway Engineer, and said Commission is also authorized to appoint one or more assistant state highway engineers who shall perform such duties as may be assigned to them and each of them by the Commission and which assistant State Highway engineers, shall, in the absence of the State Highway Engineer, have full authority to perform any duty required or permitted by law to be performed by the State Highway Engineer; and

WHEREAS, pursuant to said lawful authority the Highway Commission appointed Robert Hugh Baldock to the position or office of State Highway Engineer for the term of four years beginning on the first day of March, 1950, and ending on the twenty-eighth day of February, 1954, and said commission has likewise, pursuant to law, appointed W. C. Williams and W. W. Stiffler to the position or office of Assistant State Highway Engineers, each to serve and hold office during the pleasure of the Commission; and

WHEREAS, said Robert Hugh Baldock, W. C. Williams and W. W. Stiffler have each qualified as required by law and are now respectfully, the State Highway Engineer, the First Assistant State Highway Engineer, and the Second Assistant State Highway Engineer; and

WHEREAS, Section 100-12 6, O.C.L.A., as amended by Chapter 199, Oregon Laws 1943, and as again amended by Chapter 71, Oregon Laws, 1947, authorizes the State Highway Engineer, with the approval of the State Highway Commission, to request in writing the Secretary of State to, and when so requested the Secretary of State shall, draw a warrant on any fund belonging to the state highway funds in favor of the State Highway Engineer in the sum of Seven Hundred Thousand and no/100 Dollars ($700,000.00), which said sum shall be used by said Engineer as an emergency or revolving fund; and said law provides further that the said emergency or revolving fund shall be deposited by the State Highway Engineer with the State Treasurer and shall thereafter be at the disposal of the State Highway Engineer and may be used by him to pay salaries, travel expenses, compensation or payments for real property purchased or otherwise acquired, and emergency claims, or said funds may be used by the said Engineer, with the approval of the Highway Commission to secure or take advantage of trade discounts; and said law provides further that all vouchers for claims paid from said emergency fund shall be approved by the Commission and shall be audited by the Secretary of State, and when such claims are so approved and audited warrants covering the same shall be drawn in favor of the State Highway Engineer and shall be used by the said State Highway Engineer to reimburse said emergency or revolving fund; and said law provides further that the State Highway Engineer shall render written monthly reports to the Commission covering the expenditures from said funds during the preceding month, and said reports shall show the status of the fund at the time; and

"Exhibit 4", page 2

WHEREAS, it is provided by Section 100-126, O.C.L.A., as amended by Chapter 199, Oregon Laws 1943, and as amended again by Chapter 71, Oregon Laws, 1947, that employees of the State Highway Department may be paid by a pay roll which shall be prepared monthly by the State Highway Engineer, who shall set forth in such pay roll the name of each employee, the rate of salary or wages, the capacity in which each person is employed and the amount due each employee, and that such pay roll shall be verified by the State Highway Engineer or by either of the Assistant State Highway Engineers, and shall be submitted to the Commission for approval; that when said pay roll has been approved by at least a majority of the commissioners and submitted to the Secretary of State for audit and a warrant has been drawn by the Secretary of State on the State Treasurer in favor of the State Highway Engineer for the aggregate amount allowed, the State Highway Engineer shall deposit the same with the State Treasurer to be held in a special account against which the State Highway Engineer may draw checks, and immediately thereafter the State Highway Engineer shall pay the moneys received thereon to the several parties entitled thereto; and said law provides further that in lieu of the foregoing procedure and for the purpose of expediting the payment of salaries and wages the State Highway Engineer is authorized to draw such checks against the emergency or revolving fund provided for in said law; and

WHEREAS, pursuant to the law the State Highway Engineer has, with the approval of the State Highway Commission, requested the Secretary of State to draw, and the Secretary of State has drawn, a warrant against state highway funds in favor of the State Highway Engineer in the sum of Seven Hundred Thousand and no/100 Dollars ($700,000.00) which said sum the State Highway Engineer has deposited with the State Treasurer as by law required; and

WHEREAS, by law it is provided that the State Highway Engineer shall furnish, in addition to his official bond, a bond in a sum to be determined by the State Highway Commission, but which bond shall not be less than Two Hundred Thousand and no/100 Dollars ($200,000.00). Said bond shall be conditioned, the law requires, for the faithful performance by all persons employed by the State Highway Engineer of their duties and trusts, and for the transfer and deliver to the State Highway Engineer's successor in office, or to any other person authorized by law to receive the same, of all moneys, books, papers, records and other articles and effects belonging to his office; and

WHEREAS, it is the judgment of the Commission that the bond required by the State Highway Engineer should be and the Commission does hereby determine and order that said bond shall be in the sum of Three Hundred Fifty Thousand and no/100 Dollars ($350,000.00).

NOW, THEREFORE, if the said bounden principal shall faithfully discharge the duties of his office, and if all persons employed by said principal shall faithfully perform their duties and trust therein, and if the said principal shall transfer and deliver to his successor in office, or to any other person authorized by law to receive the same, all moneys, books, papers, records, and other articles and effects belonging to his office, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals the day and year first above written, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness: H. B. Glaisy /s/	Robert Hugh Baldock Robert Hugh Baldock (Principal)
Countersigned: By (illegible) /s/ Resident Agent	FIDELITY AND CASUALTY COMPANY OF NEW YORK By (illegible) Attorney-in-Fact
Attest: Countersigned: E. Mundy /s/ Res. Asst. Sect. BY David L. Lewis /s/ Resident Agent	NEW YORK CASUALTY COMPANY By David L. Lewis Res. Vice. Pres.
Countersigned: Abrams & Skinner, Inc. By Carl Abrams /s/ Resident Agent	MASSACHUSETTS BONDING AND INSURANCE COMPANY By Earl H. Bourland Attorney-in-Fact
Countersigned: BY Clarence D. Porter /s/ Resident Agent	FIDELITY AND DEPOSIT COMPANY OF MARYLAND By Clarence D. Porter Attorney-in-Fact
Countersigned: By Robert D. Dawson /s/ Resident Agent	UNITED STATES FIDELITY AND GUARANTY COMPANY By Karl H. Doerre Attorney-in-FAct
Attest: E. Mundy Countersigned: Res.Asst.Sect. /s/ By David L. Lewis /s/ Resident Agent	AMERICAN SURETY COMPANY OF NEW YORK By David L. Lewis Res. Vice Pres.
Countersigned: By Frid C Reed /s/ Resident Agent	GREAT AMERICAN INDEMNITY COMPANY By Margaret Olson Attorney-in-Fact
Countersigned: By C. R. Maddock /s/ Resident Agent	THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK By Agnes M. Niehueser Attorney-in-Fact
Countersigned: By Philip S. Carrell /s/ Resident Agent	ASSOCIATED INDEMNITY CORPORATION By Philip S. Carrell Attorney-in-Fact
Countersigned: By C. R. Maddock /s/ Resident Agent	COMMERCIAL CASUALTY INSURANCE COMPANY By Agnes M. Niehueser Attorney-in-Fact
Countersigned: /s/ By Hayward Andrews /s/ Resident Agent	AETNA CASUALTY AND SURETY COMPANY By James H. Couch Resident Vice President H. P. Atterbury Res. Ass't. Sec'y

Countersigned:	HOME INDEMNITY COMPANY
By F. O. Howland /s/ Resident Agent	By L. M. Thompson Attorney-in-Fact
Countersigned:	MARYLAND CASUALTY COMPANY
By illegible /s/ Resident Agent	By illegible Attorney-in-Fact
Countersigned:	ROYAL INDEMNITY COMPANY
By M. F. Penfield /s/ Resident Agent	By M. F. Penfield Attorney-in-Fact
Countersigned:	UNITED PACIFIC INSURANCE COMPANY
By Hilary L. Kennedy /s/ Resident Agent	By Edward T. Lynch Attorney-in-Fact

Approved:

George Neuner
Attorney General for the State of Oregon

APPROVED AS TO AUTHORITY OF
ATTORNEY-IN-FACT AND RESIDENT
AGENT FOR THE SURETY COMPANY
STATE INSURANCE DEPARTMENT

Approved:

Douglas McKay
Governor of the State of Oregon

By Wm. F. Leary Deputy
B.

(Associated Indemnity Corporation
approved as to signature of
resident agent only)

(The signatures of the foregoing Resident Agents, Attorneys-in Fact, and officers of said sureties are herein reproduced insofar as they are legible from examination of a duly certified photostatic copy of said official and fidelity bond of Robert Hugh Baldock.)

ASSOCIATED INDEMNITY CORPORATION

San Francisco

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the ASSOCIATED INDEMNITY CORPORATION, a corporation of the State of California, does hereby make, constitute and appoint Philip S. Carrell of Portland, Oregon, its true and lawful Attorney in Fact, with full power and authority, for and on behalf of the Corporation as surety to execute and affix the seal of the Corporation thereto, if a seal is required, and deliver bonds, undertakings recognizances or other written obligations in the nature thereof, as follows:

> As cosurety to the extent of Twenty-Five Thousand ($25,000.00) Dollars upon the bond for the period commencing March 1, 1950, as required by law to be given by the State Highway Engineer of the State of Oregon in favor of the State of Oregon and the members of its State Highway Commission,

and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Corporation, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Corporation at its office in Saint Louis, Missouri, in their own proper persons.

This appointment is made under and by authority of the following sections of Article VI of the By-Laws of the Corporation which by-law is now in full force and effect.

> Section 10. The President, or the Executive Vice-President, or any of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the executive Committee , shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint attorneys in fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Corporation to execute and affix the seal of the Corporation thereto and deliver bonds, undertakings, recognizances or other written obligations in the nature thereof. Such attorneys in fact or agents may be removed and their power and authority revoked by the aforesaid officers in the same manner as such officers are empowered by the foregoing to appoint such attorneys in fact or agents.
>
> Section 12 . Any bond, undertaking, recognizance or other written obligation in the nature thereof shall be valid and binding upon the Corporation when signed by the President, or the Executive Vice-President, or any of the additional Vice-Presidents specially authorized for such purpose by the Board of Directors or by the Executive Committee, and duly attested and sealed, if a seal is required, by the Secretary or any Assistant Secretary, or when signed by the President, or the Executive Vice-President, or any of the additional Vice-Presidents specially authorized for such purpose by the Board of Directors or by the Executive Committee, and countersigned and sealed, if a seal is required, by a duly authorized attorney in fact or agent, and any bond, undertaking, recognizance or other written obligation in the nature thereof shall be valid and binding upon the Corporation when duly executed and sealed, if a seal is required, by one or more attorneys in fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

"Exhibit 4", page 6

IN WITNESS WHEREOF, the ASSOCIATED INDEMNITY CORPORATION has caused these presents to be signed and its corporate seal to be hereunto affixed this tenth day of March, 1950.

ASSOCIATED INDEMNITY CORPORATION

BY Carland Brown // BY Edgar Breck
Assistant Secretary Vice President

STATE OF MISSOURI

City of Saint Louis

On this 10th day of March, 1950, before me appeared the above-named officers of the ASSOCIATED INDEMNITY CORPORATION, to me personally known, who, being by me duly sworn, did say that they are the individuals and officers described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority and direction of said corporation, and the said officers acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Saint Louis, the day and year first above written.

My Commission Expires November 7, 1953 (Signed) Shirley D. Werner
Notary Public

"Exhibit 4", page 7

STATE OF OREGON)
) ss.
County of Malheur)

We, Fred J. Strasbaugh and Elizabeth Strasbaugh each being first duly sworn depose and each for himself and herself say that each of us is a Plaintiff in the above entitled cause; and that the foregoing Complaint is true, as each of us verily believe.

Fred J. Strasbaugh
Elizabeth Strasbaugh

Subscribed and sworn to before me this 16th day of December, 1950.

Clyde H Snider
Notary Public for Oregon

Notarial
seal

My Commission Expires March 16, 1953

* * *

STATE OF OREGON)
) ss.
County of Malheur)

I, Clyde H. Snider, attorney for Plaintiffs do hereby certify that I have prepared the foregoing copy of Complaint and have carefully compared the same with the original thereof; and that it is a correct transcript therefrom and of the whole thereof.

That said Complaint in my opinion is well founded in law. Nyssa, Oregon, dated the 16th day of December, 1950.

Clyde H Snider
Attorney for Plaintiffs
18 North Third Street
Nyssa, Oregon

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FORM E-90X 15M 1-49 29034

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 15, 1950

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

We are beginning to meet resistance from the farmers on the Ontario-Nyssa Section because our widening is obstructing the drainage which the farmers have been using to carry the waste water from their fields. This matter is going to call for a decision from the Highway Commission as to their policy in this matter.

The Malheur County Court is requesting that we require the farmers to take care of their drainage on their own property. The Court has adopted this policy on all county roads and so far have enforced their policy. However, if the Highway Department does not stand firm on the same policy it will cause considerable embarrassment to the County Court.

This Ontario-Nyssa Job as originally worked up had a grade line sufficiently high to protect us from damage from irrigation water, however, the grade line was lowered in your office and is now considerably lower than the irrigation ditches in the adjacent fields. Unless we require the farmers to take care of their own waste water it will flood our highway and cause us considerable expense.

Very truly yours,

E Chidsey

E. F. CHIDSEY
Division Engineer

Williams

EFC/hw

We must arrange [illegible]
[illegible] [illegible] waste
water from flooding highway.
[illegible]

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FOR FILING

7-28(3)

3370

October 13, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on October 10, 1950 on Contract No. 3370, Ontario-Nyssa Section, in connection with Federal Aid Project No. F-28 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DDP:md

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[illegible]

MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 3, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-28(3)
Ontario-Cairo Junction
Section

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encls.

1946)

140

State Oregon
Project No. F-28(3)

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of September, 1950, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of November, 1949, a program, which was approved on the 13th day of December, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 23rd day of June, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-two thousand and 00/100 dollars ($42,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 615+95.11 in the NE 1/4, Section 19, T-18-S, R-47-E, W.M., and survey station 809+66 in Ontario on the line between Sections 4 & 9, T-18-S, R-47-E, W.M., without exception

, length 3.668 miles, in Malheur County, being Oregon Federal Aid project No. F-28(3), consisting of 3.668 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11879-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

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UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-two thousand and 00/100 dollars ($42,000.00), which does not exceed the authorized Federal pro rata share of eighty-three thousand sixty-three and 75/100 dollars ($83,063.75), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By W. A. McIver

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Attest

SECRETARY

[illegible]DED FOR APPROVAL

HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W. H. Lynch
Division Engineer,
Public Roads Administration.

FORM E-30X ■■■ 5-43 34893

C O P Y

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1950

SUBJECT: 16689 - State Land Board
Ontario-Nyssa Section
Old Oregon Trail

To: Mr. H. G. Smith
Construction Engineer
Office

Dear Mr. Smith:

Attached hereto is a copy of a letter received from the State Land Board, granting permission to remove road building materials from the bed of the Snake River in Malheur County. The area covered by this permit is indicated on drawing 1R-5-46.

This information was telephoned to Mr. Chidsey on September 26, 1950.

Very truly yours,

J. M. DEVERS

By (sgd) R. L. Porter

R. L. PORTER
Ass't Right of Way Engineer

RLP:ts
Enc.

cc - E. F. Chidsey

STATE OF OREGON

Office of the State Land Board

State Capitol

SALEM

C
O
P
Y

September 27, 1950

Mr. J. M. Devers
Oregon State Highway Commission
Salem, Oregon

Attention Mr. R. L. Porter, Assistant Right of Way Engineer

Dear Mr. Devers:

In reply to your request of September 13, 1950 to remove gravel from the Snake River below the high water line fronting on Lots 1 and 2 of Section 3 and Lot 1 of Section 4, Township 19 South, Range 47 East Willamette Meridian, Malheur County, said material to be used in conjunction with the Ontario-Nyssa section of the Old Oregon Trail Highway, we will advise that the State Land Board at its recent meeting authorized removal of said gravel by the Highway Department or its agents with the following provisions to-wit:

> "Materials such as rock, sand and gravel may, for use in connection with the performance of this contract, be taken from the bed of the Snake River without the payment of royalty. Such materials, however, must be used solely for and in connection with the highway construction work covered in this contract and for no other purpose. If such materials or any of them in an quantity or amounts are used for purposes other than those specified in this contract, the contractor may be held personally liable for royalty charges imposed and collected by the State Land Board".

We trust this meets with your satisfaction.

Very truly yours,

STATE LAND BOARD
E. T. Pierce, Clerk

By: F. D. Deckebach (sgd)
Assistant Clerk

FCD:MLe

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F-28(3)

August 24, 1950

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Ontario-Cairo Junction Section, Project No. F-28 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:cw

Encl.

Oregon State Highway Department

Federal Aid Project No. F-28 (3)

ONTARIO-CAIRO JUNCTION SECTION OF THE OLD OREGON TRAIL IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 9, 1950

Type Code 6201
Outside City (Sta. 615+95.11 to 794+22)

All Required		Clearing and Grubbing (30%)		$ 1,200.00
220	cu. yds.	Structural Excavation, Unclassified	$ 3.00	660.00
15,360	cu. yds.	Special Borrow Excavation, Unclassified	0.40	6,144.00
77,400	yd. mi.	Truck Haul on Special Borrow	0.12	9,288.00
3.39	miles	Finishing Roadbed and Slopes	300.00	1,017.00
14	lin. ft.	48-inch Corrugated Metal Pipe	20.00	280.00
36	lin. ft.	10-inch Concrete Pipe	2.00	72.00
90	lin. ft.	12-inch Concrete Pipe	1.50	135.00
180	lin. ft.	18-inch Concrete Pipe	3.00	540.00
20	lin. ft.	24-inch Concrete Pipe	5.00	100.00
190	lin. ft.	Salvaging Culvert Pipe	2.50	475.00
2	only	Concrete Catch Basins	60.00	120.00
2	cu. yds.	Class "A" Concrete in Miscellaneous Structures	50.00	100.00
130	lbs.	Metal Reinforcement in Miscellaneous Structures	0.15	19.50
2	only	Manhole Frames and Covers	50.00	100.00
12	cu. yds.	Class "A" Concrete in Box Culverts	50.00	600.00
1,200	lbs.	Metal Reinforcement in Box Culverts	0.15	180.00
2,200	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.00	4,400.00
190	M-gals.	Sprinkling	2.00	380.00
7,200	tons	Class "B" Asphaltic Concrete	5.80	41,760.00
36	tons	Emulsified Asphalt in Seal Coat	50.00	1,800.00
220	cu. yds.	Aggregate in Seal Coat	5.00	1,100.00
			Subtotal	$70,470.50
			10% Engr. & Cont.	7,047.05
			Total	$77,517.55

Length 3.389 miles
Cost per mile $22,873.28

Inside City of Ontario (Sta. 794+92 to 809+66)

All Required	Clearing and Grubbing (02%)		$ 80.00
10 cu. yds.	Structural Excavation, Unclassified	3.00	30.00
640 cu. yds.	Special Borrow Excavation, Unclassified	0.40	256.00
2,600 yd. mi.	Truck Haul of Special Borrow	0.12	312.00
0.28 mile	Finishing Roadbed and Slopes	300.00	84.00
40 lin. ft.	12-inch Concrete Pipe	1.50	60.00
200 cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.00	400.00
20 M-gals.	Sprinkling	2.00	40.00
600 tons	Class "[illegible]" Asphaltic Concrete	5.80	3,480.00
4 tons	Emulsified Asphalt in Seal Coat	50.00	200.00
20 cu. yds.	Aggregate in Seal Coat	5.00	100.00
		Subtotal	$ 5,042.00
		10% Engr. & Cont.	504.20
		Total	$ 5,546.20

Length 0.279 mile

Cost per mile $19,878.85

SUMMARY OF FUNDS

Description	Total Cost	Federal Aid Funds	State Funds
Outside City	$77,517.55	$39,196.00	$38,321.55
Inside Ontario	5,546.20	2,804.00	2,742.20
	$83,063.75	$42,000.00	$41,063.75

State Funds for Constr.: Chap. 175, laws 1917: Chap. 31, laws 1920, Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department Federal Aid Project No. F-28 (3)

ONTARIO-CAIRO JUNCTION SECTION OF THE OLD OREGON TRAIL IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 20, 1950

Type Code 6201
Outside City (Sta. 615+95.11 to 794+22)

All Required		Clearing and Grubbing (30%)		$ 450.00
220	cu. yds.	Structural Excavation, Unclassified	$ 2.50	550.00
15,360	cu. yds.	Special Borrow Excavation, Unclassified	0.35	5,376.00
77,400	yd. mi.	Truck Haul on Special Borrow	0.12	9,288.00
3.39	miles	Finishing Roadbed and Slopes	100.00	339.00
14	lin. ft.	48-inch Corrugated Metal Pipe	15.00	210.00
36	lin. ft.	10-inch Concrete Pipe	1.50	54.00
90	lin. ft.	12-inch Concrete Pipe	2.00	180.00
180	lin. ft.	18-inch Concrete Pipe	3.00	540.00
20	lin. ft.	24-inch Concrete Pipe	5.00	100.00
190	lin. ft.	Salvaging Culvert Pipe	1.50	285.00
2	only	Concrete Catch Basins	75.00	150.00
2	cu. yds.	Class "A" Concrete in Miscellaneous Structures	50.00	100.00
130	lbs.	Metal Reinforcement in Miscellaneous Structures	0.15	19.50
2	only	Manhole Frames and Covers	50.00	100.00
12	cu. yds.	Class "A" Concrete in Box Culverts	50.00	600.00
1,200	lbs.	Metal Reinforcement in Box Culverts	0.15	180.00
2,200	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.35	5,170.00
190	M-gals.	Sprinkling	2.50	475.00
7,200	tons	Class "B" Asphaltic Concrete	6.00	43,200.00
36	tons	Emulsified Asphalt in Seal Coat	40.00	1,440.00
220	cu. yds.	Aggregate in Seal Coat	3.75	825.00
			Subtotal	$69,631.50
			10% Engr. & Cont.	6,963.15
			Total	$76,594.65
		Length	3.389 miles	
		Cost per mile	$22,600.95	

Inside City of Ontario (Sta. 794+92 to 809+66)

All Required		Clearing and Grubbing (02%)		$ 30.00
10	cu. yds.	Structural Excavation, Unclassified	$ 2.50	25.00
640	cu. yds.	Special Borrow Excavation, Unclassified	0.35	224.00
2,600	yd. mi.	Truck Haul of Special Borrow	0.12	312.00
0.28	mile	Finishing Roadbed and Slopes	100.00	28.00
40	lin. ft.	12-inch Concrete Pipe	2.00	80.00
200	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.35	470.00
20	M-gals.	Sprinkling	2.50	50.00
600	tons	Class "B" Asphaltic Concrete	6.00	3,600.00
4	tons	Emulsified Asphalt in Seal Coat	40.00	160.00
20	cu. yds.	Aggregate in Seal Coat	3.75	75.00
			Subtotal	$5,054.00
			10% Engr. & Cont.	505.40
			Total	$5,559.40

Length 0.279 mile
Cost per mile $19,926.16

SUMMARY OF FUNDS

Description	Total Cost	Federal Aid Funds	State Funds
Outside City	$76,594.65	$39,158.00	$37,436.65
Inside Ontario	5,559.40	2,842.00	2,717.40
	$82,154.05	$42,000.00	$40,154.05

ONTARIO-CAIRO JUNCTION SECTION

PROJECT NO. F-28 (3)

While negotiations for rights of way are in progress, four parcels have not been acquired nor has the right to occupy and use these parcels been secured but it is now believed all necessary rights of way or rights of entry can be made fully available within fifteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

June 20, 1950

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

June 20, 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) Federal Aid Primary Highway Program (Previous program) December 13, 1949 (Date of approval)

UNTY Malheur Route No. FAP-5

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programed	92	F-28 (3)	West limits Ontario to Cairo Junction	Survey-Plans Right-of-Way Construction	 70,000	 42,000	 28,000		Gr., Dr., 2-lane intermediate type surfacing
				Total	70,000	42,000	28,000	3.53	
EQUESTED VISION	92	F-28 (3)	Near West limits Ontario to Cairo Junction	Survey-Plans Right-of-Way Construction	 82,154	 42,000	 40,154		Gr., Dr., 2-lane high type surfacing
				Total	82,154	42,000	40,154	3.668	

Program Balance of ________ funds subsequent to approval of this and previously recommended changes is $________

Program Revision Request

Date June 20, 1950

By Asst. (State Highway Engineer)

Reason for change: Small increase in length due to project extending slightly farther into Ontario there was originally anticipated. Also the character of the proposed work was changed to high type pavement (asphaltic concrete) to provide a better and more adequate pavement for the heavy traffic using the highway.

ecommended for Approval: ________ (District Engineer) ________ (Date)

Recommended: ________ (Division Engineer) ________ (Date)

Approved: ________ (Acting Commissioner) ________ (Date)

RECEIVED
AUG - 8 1950
FOR FILING

7-28(3)

3370

August 7, 1950

Rogers Construction Co.
and Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3370, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Grading and Paving on the Ontario-Nyssa Section of the Old Oregon Trail Highway in Malheur County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

smc

Recorded

RECEIVED
JUL 13 1950
FOR FILING

7-28 (3)

3370

July 13, 1950

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you Contract No. 3370 for grade widening and paving, and materials in stockpile, on the Ontario-Nyssa Section of the Old Oregon Trail Highway in Malheur County. This award was based on your low bid of $229,812.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

RECEIVED
JUN 2 8 1950
FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

F-28(3)

3370

June 23, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-28(3) Ontario-Cairo Junction of the Old Oregon Trail Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification all rights-of-way or rights-of-entry ~~have been obtained.~~

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUL 13 1950
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

F-28(3)

June 12, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. F-28(3), Ontario-Nyssa Section of the Old Oregon Trail Highway, to Rogers Construction Company & Babler Brothers Inc., Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

TMD:re

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DEC 23 1949
FOR FILING

File F-28(3)

December 20, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Planning Section

Dear Sir:

This is to advise that the addition of item 92, Project F-28(3), west limits of Ontario to Caire Junction in Malheur County, to the Post-war Federal Aid Primary Highway Program is approved effective December 13, 1949. The addition of this item was requested in your letter of November 15, 1949. The item will appear on the program as follows:

Item	92
County	Malheur
Project No.	F-28(3)
F.A. Route No.	5
State Route No.	6 (U.S. Route 28)
Termini	West limits of Ontario to Cario Junction
Construction Cost:	
Total	$70,000
Federal funds	42,000
State funds	28,000
Project Totals:	
Total Cost	70,000
Federal Funds	42,000
Length (miles)	3.53
Character of work proposed	Gr., Dr., 2-lane intermediate-type surfacing

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 17 1949
FOR FILING

F-28(3)

3370

November 15, 1949

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

It is the desire of the Highway Commission to have the below described project included in Oregon's program of Federal-aid Primary Highway Projects.

Item No.	92
County	Malheur
Project No.	F-28 (3)
F. A. Route No.	5
State Route No.	U. S. 28
Termini	West limits of Ontario to Cairo Junction
Construction Cost:	
Total	$70,000
Federal funds	42,000
State funds	28,000
Project Totals:	
Total cost	$70,000
Federal funds	42,000
Length (miles)	3.53
Character of proposed work	Gr., Dr., 2-lane intermediate-type surfacing

The 18-foot surfacing carried by this section of highway is inadequate both in width and in strength. The proposed improvement contemplates widening of the roadbed and resurfacing with bituminous macadam three inches by twenty-two feet.

Information in regard to traffic and railway crossings is given in accompanying statements.

Very truly yours,

SHP:gs

R. H. Baldock
State Highway Engineer

By
W. C. Williams
Assistant State Highway Engineer

Encl.

ORSGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division

Postwar Federal Aid Primary Highway Program

County	Route Number		Section	Length in Miles	Character of Proposed Work	1948 Data		1965 Data		
	Fa	State				A.D.T.	% Comm.	A.D.T.	Average Summer Maximum	30th Peak Hour
Malheur	5	US28 S.H. 6	Ontario - Cairo Junction	3.53	Grade, Drain and ~~High type Pavement~~ Intermediate type surfacing	3,100	27	4,650	5,825	640

S. H. stands for State Highway

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division

Postwar Federal Aid Primary Highway Program

Route Number		Section	Length in Miles	Character of Proposed Work	1948 Data		1965 Data			
Fa	State				A.D.T.	% Comm.	A.D.T.	Average Summer Maximum	30th Peak Hour	% Comm.
5	US28 S.H. 6	Ontario - Cairo Junction	3.53	Grade, Drain and ~~High type Pavement~~ Intermediate type surfacing	3,100	27	4,650	5,525	640	27

s for State Highway

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division

Primary Federal Aid Projects
Information on Railroad Crossings

County	Route No.		Road No.	Mile Post	Termini Description	Number Tracks	Number of Trains	Inherant Hazard	Statewide Priority	Protection	Prop Prote
	FA	State									
Malheur	5	US28	6	422.07	Old Oregon Trail, From Ontario to Cairo Junction	1	3	14,570	224	2 wigwags 2 Adv. signs	

ORBGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division

Primary Federal Aid Projects
Information on Railroad Crossings

Route No.										
FA	State	Road No.	Mile Post	Termini Description	Number Tracks	Number of Trains	Inherant Hazard	Statewide Priority	Protection	Proposed Protection
5	US28	6	422.07	Old Oregon Trail, From Ontario to Cairo Junction	1	3	14,570	224	2 wigwags 2 Adv. signs	

123-4214 Tudor-Ranch-McDermitt Sec. 1950
of the I.O.N. Highway.

#3371

RECEIVED
JAN 8 - 1951
FOR FILING

12-4214

3371

December 28th, 1950

Tudor Ranch-McDermitt
Contract #3371

FINAL COST ANALYSIS
Reoiling
J. C. Compton Company
John T. Burch, Resident Engineer

I.O.N. Highway
Prefix 123-4214

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	25.87	Mile	$19.75	$50.00	$510.85	$1,293.50
Placing Aggregates	4,840	Cu. Yd.	0.57	0.90	2,759.98	4,356.00
Hauling Aggregates	9,600.5	Yd. Mi.	0.214	0.15	2,051.77	1,440.08
Furn. & Place 200-300 Asphalt	394.405	Ton	42.72	42.00	16,849.24	16,565.01
					$22,171.84	$23,654.59

Gross Revenue	$23,654.59
Total Cost	22,171.84
Net Profit	$ 1,482.75

Net Profit Equals 6.3% of Gross Revenue

NOTED
State Highway Engineer

Tudor Ranch-McDermitt

Detail of Cost

Labor:		
Supervision	$265.88	
Labor	4,852.30	
Payroll Insurance	283.13	
		$5,401.31
Materials:		
200-300 Asphalt at $14.50 Ton	$5,718.99	
Freight on Asphalt at $13.95 Ton	5,500.90	
		11,219.89
Equipment Rentals and Misc. Expense:		
Equipment Rentals (Owned)	$2,551.67	
" " (Hired)	200.00	
Gas, Oil & Grease	1,129.11	
Small Tools & Misc. Supplies	314.75	
P.U.C. Fees	66.60	
P.L. & P.D. Insurance	525.15	
Bond	123.17	
Home Office & General Overhead	640.19	
		5,550.64
Total Cost		$22,171.84

Remarks:

This was a "State Project". The contract, calling for the reoiling of 25.87 miles on the Tudor Ranch-McDermitt Section of the I.O.N. Highway, was bid and awarded July 11th, 1950. Work was started July 31st, 1950, and the project was completed August 8th, 1950.

Asphalt for the project was hauled in transports from the Bay District and placed in storage tank at McDermitt.

Oiling equipment included four 1,950-gal. transports, 2,000-gallon distributor, two blades, two 10-ton rollers, one 3-car retort, seven 5 cu. yd. trucks, broom and ½ cu. yd. shovel. Oiling was started July 31st, 1950, and final seal completed August 7th, 1950. Oiling of the project was done in 7 days, or 53 hours working time, for an average production of 56.3 tons of asphalt and 691 cu. yds. of aggregate per day.

Good equipment and supervision, with high production, made the contract a small profit in spite of working two holidays paying double time.

E. H. Clymer
Cost Analyst

By . . K. T. Wechter

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 12, 19 50

Section Tudor Ranch - McDermitt

Kind of work Reoiling

Highway I. O. N.

Section prefix 123-4212

Contractor J. C. Compton Co.

Contract number 3371

Date of contract July 11, 19 50

Date of completion September 30, 19 50

Date work started July 31, 19 50

Estimated date of completion August 8, 19 50

Amount of contract $ 24,633.50

Per cent of time elapsed 28 %

Estimated cost of completed project, exclusive of engineering $ 23,265.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 2000.00, 5.3 %

Date project was completed August 8, 19 50

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed on August 8.

Semifinal Estimate completed and sent to Division Engineer on August 12.

NOTED
H. W. LIBBY

NOTED
[illegible]

Signed John T. Burch

Address Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				25.87	
Miles partially completed				25.87	
Miles completed				25.87	
Total estimated quantities				410 Tons Asphalt 4800 Cy. Agg	
Estimated quantities moved or placed to date				394 Tons 4845 Cy. Agg.	
Average daily quantities				44 Tons 538 Cy. Agg	
Average daily quantities necessary to complete project on time				Completed	
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				20	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers Trucks - 6, Distributor-1, Transports-4 ....

	WEATHER	HRS DELAY	CAUSE OF DELAY
Sunday	Clear	None	
Monday	"	"	
Tuesday	"	"	
Wednesday	"	"	
Thursday	"	"	
Friday	Cloudy	"	
Saturday	"	"	

RECEIVED
SEP 15 1950
FOR FILING

123-4214

OREGON STATE HIGHWAY COMMISSION
(date)
SEP. 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3371	3-final	J. C. Compton Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14849	382266	$ 745.50	Sep. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: SEP [illegible]

OREGON STATE HIGHWAY COMMISSION
(date)
SEP. 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3371	3-final	J. C. Compton Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14849	382266	$ 745.50	Sep. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: None required

Completion Date: Aug. 8, 1950

Date Accepted: Aug. 21, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-12-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

HBGlaisyer

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
AUG [illegible]
FOR FILING

123-4214

3371

August 29, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3371, for reoiling on the Tudor Ranch-McDermitt Section of the I. O. N. Highway in Malheur County, has been completed by the contractor, J. C. Compton Co., and that final payment in the amount of $745.50 will be made on or after September 8, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $23,654.59, and that no force account work was performed on the project. This contract was completed August 8 and accepted by the Highway Commission August 21, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett,Barton,Leavy and Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG 25 1950
FOR FILING

123 - 4214

3371

August 24, 1950

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to J. C. Compton Co., on contract No. 3371, for reoiling on the Tudor Ranch-McDermitt Section of the I. O. N. Highway in Malheur County. This payment, in the amount of $6,997.09, will be made on or after September 5, 1950. The retained percentage is $750.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD

8-24-50 gl

RECEIVED
AUG 1 [illegible]
FOR FILING

123-4214

3371

August 10, 1950

REGISTERED MAIL

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

Your Contract No. 3371 for reoiling on the Tudor Ranch-McDermitt Section of the I.O.N. Highway in Malheur County has been received in this office fully executed.

We are therefore returning your certified check No. 5954 drawn on The First National Bank, McMinnville, Oregon, in the amount of $1,500.00 which you submitted with your proposal on July 11, 1950.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

RECEIVED
AUG - 8 1950
FOR FILING

123-4214

3371

August 7, 1950

J. C. Compton Co.
Box 86
McMinnville, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3371, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Reoiling on the Tudor Ranch-McDermitt Section of the I.O.N. Highway in Malheur County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

RECEIVED
JUL 13 1950
FOR FILING

123-4214

3371

July 13, 1950

J. C. Compton Company
P.O. Box 86,
McMinnville, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you Contract No. 3371 for reoiling on the Tudor Ranch-McDermitt Section of the I.O.N. Highway in Malheur County. This award was based on your low bid of $24,633.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

24-1035 Salem Sec. on Pine, Commercial 1950
& Liberty Streets in Salem

#3372

Form E-1—10M—4-51

24-1035

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Feb. 23, 19 52

Section Salem (Pine, Commercial, & Liberty Sts.)

Kind of work Grading & Paving

Highway Pac. Hwy. East

Section prefix 24-1035

Contractor Warren Northwest Inc.

Contract number 3372

Date of contract July 11, 19 50

Date of completion June 30, 19 51

Date work started ", 19 "

Estimated date of completion ", 19 "

Amount of contract . . . . $

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $

Per cent of contract completed, based on total contract price . . . . %

Engineering cost to date $ Our Cost, $ 36.52 %

Date project was completed June 29, 19 51

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Murphy and crew established radii at intersection of Commercial and Center Sts. for Widows so that the sign dept. crew can set back Steel Traffic Signal Poles next week.

RECEIVED
FEB 25 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. F. McGee

Address Res. Eng'r.

NOTED

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair-Cold		
Tuesday	Snow		
Wednesday	Snow		
Thursday	Sunshine		
Friday			
Saturday			

STATE PRINTING DEPT. 48418

RECEIVED
1951
[illegible]
24-[illegible]
[illegible]

OREGON STATE HIGHWAY COMMISSION

Oct. 30, 1951
(date)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3372	12 Final	Warren Northwest, Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19168	R-27046	$ 6,494.62	Oct. 30, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

June 30, 1951 ACCOUNTING DIVISION

Specified Completion Date: None needed

Time Extensions: June 7, 1951

Completion Date: July 16, 1951

Date Accepted: None of record

Penalties: None of record

Claims:

Remarks:

10-31-51
Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary
Floyd Query
Acting Secretary

Warrant Mailed:
OCT 31 1951

D132

RECEIVED
OCT [illegible] 1951
FOR FILING

[illegible]

[illegible]

October 15, 1951

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

State Highway Contract No. 3372 for work performed on the Salem (Pine, Commercial & Liberty Sts.) City Streets Section, Marion County, was completed on June 7 and was formally accepted by the Highway Commission on July 16, 1951.

Final payment in the amount of $6,494.62 will be made to the contractor, Warren Northwest, Inc., on or after October 25, 1951. The total contract amount is $216,164.01, of which amount $134.33 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

10-15-51

RECEIVED
SEP 21 1951
FOR FILING

21-1835

3372

September 20,1951

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Warren Northwest,Inc. on contract No. 3372, for grading and paving on the Salem (Pine,Commercial & Liberty Sts.) Section in Marion County.

This payment, in the amount of $14,938.59, will be released to the contractor on or after October 1, 1951. The retained percentage is $6,484.62.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

[illegible] ON CARD
9-22-51

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 15, 1951

Section Salem (Pine, Commercial &Liberty Sts.) Sec.

Kind of work Grading & Paving

Highway City Streets & Pacific Hwy.

Section prefix 24-1035

Contractor Warren Northwest Inc.

Contract number 3372

Date of contract July 11, 1950

Date of completion June 30, 1951

Date work started July 11, 1950

Estimated date of completion June 30, 1951

Amount of contract . . . . $ 215,048.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 222,564.27

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 21,563.43, 16.89 %

Date project was completed June 29, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final submitted to division office 9-10-51

Map Profile and supporting data to be returned after checking for completion of Map.

NOTED [illegible]

RECEIVED
SEP 17 1951
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

RECEIVED
SEP 17 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. F. McGee

Address Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT. 48418

RECEIVED
FOR FILING

24-1035

FORM E-30 25M 11-50 44701

24 1035

3372

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

June 28, 1951

SUBJECT:
Contract #3372

To:

Mr. J. H. Davis,
City Engineer
City Hall,
Salem, Oregon.

Dear Sir:

This is to advise that the Warren Northwest Company has completed their Salem contract covering the work on Pine, Commercial and Liberty Streets and these streets are now being turned over to you as of this date for maintenance. At such time as the One-Way Street Plan goes into effect the agreement between the State and the City covering the maintenance and authority of the various streets will then go into effect.

It is Mr. Baldock's desire that the South Liberty Street connection to Commercial Street and the Pine Street connection to the Pacific Highway at the north end shall remain barricaded until the One-Way Street Plan is put into use.

In the meantime, I have asked Mr. Widdows to place Stop Signs on Pine Street in conformity with plan of traffic control along that street and in accordance with the City agreement as to the division of costs. Other signs and controls will be placed later when the One-Way Plan goes into effect.

Yours very truly,

F. D. EASON
Division Engineer

FDE:HJ

cc to Mr. [illegible]. C. Williams ✓
Mr. H. G. Smith
Mr. [illegible]. O. Widdows

RECEIVED
JUN [illegible] 1951
FOR FILING

June 27, 1951

Warren Northwest, Inc.
Post Office Box 5072
Portland 13, Oregon

Gentlemen:

Enclosed is a claim which was presented by Edward R. Pullen for damages suffered during the progress of your Contract No. 3372.

Your attention is invited to Section 6-21 of the General Provisions of Specifications and Contract Agreement.

Very truly yours,

W. W. Stiffler
Acting State Highway Engineer

GCH:bl

Enclosure

June 27, 1951

Mr. Edward R. Pullen
3950 N. W. Yeon Avenue
Portland, Oregon

Dear Sir:

Your letter of May 21 addressed to the City of Salem, attention Mr. J. L. Franzen, has been referred to this office for reply.

On the apparent date of your accident, a project involving construction of the median strip or traffic divider to which you refer was under contract with Warren Northwest, Incorporated, Post Office Box 5072, Portland 13, Oregon. Therefore, we are referring your claim to the contractor, inasmuch as he is responsible for the work until it is accepted by the State Highway Commission.

It is noted that you did not mention the specific date on which the accident occurred, and this information should be provided the responsible agency to facilitate checking your accident report and completing the investigation.

Very truly yours,

W. W. Stiffler
Acting State Highway Engineer

cc Mr. J. L. Franzen
Warren Northwest, Inc.

GCH:bl

affic Separat
Count 1150 ft
from N. Line of Div. St.
to Int Commercial
& Liberty

OFFICE OF
CITY ATTORNEY

SALEM, OREGON

RECEIVED
JUN 26 1951
LEGAL DEPT.

June 25, 1951

Mr. J. M. Devers, Chief Counsel
Oregon State Highway Commission
State Highway Building
Salem, Oregon

Dear Sir:

Enclosed find the communication of Edward R. Pullen, 3950 N.W. Yeon Avenue, Portland, Oregon, dated May 21, 1951, addressed to the City of Salem, wherein he seeks $33.80 as damages to his automobile which was impaired when it struck the traffic divider on North Commercial Street. The city council directed me to forward the communication to the state highway commission, and I hereby do so without comment.

Yours very truly,

Chris. J. Kowitz
City Attorney

CJK:k
enc-1

[illegible]

Marion to File

C
O
P
Y

3950 NW Yeon Avenue
Portland, Oregon

May 21, 1951

City of Salem
Salem,
Oregon

Attention: J. L. Franzen, City Manager

Gentlemen:

About three weeks ago we were passing through Salem at about 10:00 PM on Commercial Street. Since the last time I had been through Salem a traffic divider had been built on this street. The night we went through town on this street it was raining and we hit this island with our left front wheel. This island was unpainted and unmarked in any way and in the rain was invisible. We were not traveling fast, in fact it didn't break the tire but it did bend my whole front end and cost $33.80 to have it repaired.

I honestly feel that this island was a traffic hazard and the cost of repairing my car should be paid by the City of Salem. I noticed now the island is painted and a marker put on it.

May I hear from you at your earliest convenience.

Yours very truly,

/s/ Edw. R. Pullen

Edward R. Pullen

ERP/wl

RECEIVED
AUG - 4 1950
FOR FILING

24-1035

3372

August 4, 1950

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

We enclose herewith, for your files, two fully executed copies of contracts which were awarded to you on July 11, 1950 by the State Highway Commission, as follows:

Contract No. 3372, covering grading and paving on the Salem (Pine, Commercial & Liberty Sts.) Section in Marion County.

Contract No. 3373, covering grading and paving on the Garibaldi Section of the Oregon Coast Highway in Tillamook County.

An executed copy of each of the above contracts is also being sent to the surety on your bond.

Very truly yours

ORGEON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Received 8/4, gC

RECEIVED
JUL 13 1950
FOR FILING

24-1035

3372

July 13, 1950

Warren Northwest, Inc.
P.O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you Contract No. 3372 for grading and paving on Pine, Commercial and Liberty Streets in Salem. This award was based on your low bid of $215,048.00 using tar, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

RECEIVED
JUN 2[illegible] 1950
FOR FILING

24-1035
OFFICE OF
CITY MANAGER
19572

SALEM, OREGON

June 22, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Baldock:

In regard to the Pine street development, please be advised that the city will install the necessary trunk lines for the drainage of that project and that the city will move all hydrants, meter boxes and all things connected with services furnished by the city.

Yours very truly,

J. L. Franzen

J. L. Franzen
City Manager

JLF:b

2

RECEIVED
JUN 22 1950
[illegible]
[illegible] ISSION

29-1043 Garibaldi Section of the Oregon Coast Highway. 1950

#3373

RECEIVED
NOV 14 1950
FOR FILING

[illegible]

[illegible]

November 14, 1950

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

Please be advised that State Highway Contract No. 3373, for work on the Garibaldi Section of the Oregon Coast Highway in Tillamook County, has been completed by the contractor, Warren Northwest,Inc., and that final payment in the amount of $1444.36 will be made on or after November 24, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $51,035.76, and that no force account work was performed on the project. This contract was completed on September 25 and accepted by the Commission on September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

ORBGON STATE HIGHWAY COMMISSION

Secretary

Sec: Maint
Traffic
[illegible]

gl

cc: Rodgers Insurance Agency,Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
11-14-50 [illegible]

RECEIVED
DEC 12 1950
FOR FILING

27-1042

3373

OREGON STATE HIGHWAY COMMISSION
(date)
Dec. 8, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3373	4 & 5 Final	Warren Northwest, Inc.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
20022	R 5324	$ 1,444.36	Dec. 7, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

D B Taylor
ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: None required

Completion Date: Sep. 25, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: Dec. 8, 1950

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 11 1950

NOTED ON CARD

Form E-1—6M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 20th, 19 50

Section Garibaldi

Kind of work grading-paving

Highway Oregon Coast

Section prefix 29-1043

Contractor Warren Northwest

Contract number 3373

Date of contract July 11th, 19 50

Date of completion September 30th, 19 50

Date work started July 24th, 19 50

Estimated date of completion , 19

Amount of contract $ 51,848.30

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 51025.14

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 2570.00, 4.96 %

Date project was completed September 25th, 19 50

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

FINAL REPORT

Semi final estimate completed and sent by express to Salem office on Oct 19th

NOTED W. LIE[illegible]

NOTED

B. A. MARTIN

Signed J. H. Scott

J. H. Scott

Address Nehalem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 38842

RECEIVED
OCT 19 1950
FOR FILING

[illegible]

3373

October 18, 1950

United States Guarantee Company
90 John Street
New York 7, N. Y.

Gentlemen:

It is the intention of the State Highway Commission to release to Warren Northwest,Inc. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3373 covering the Garibaldi Section of the Oregon Coast Highway in Tillamook County. This payment, which is in the amount $25,555.54, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,533.75. The present payment will be made on or after October 28, 1950.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency,Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
SEP - 1 1950
FOR FILING

Indexed
Alphabetically

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 11, 1950

SUBJECT:

2076

To: Mr. W. C. Williams,
Assistant State Highway Engineer,
Department.

Dear Sir:

There is being returned to you herewith Assignment No. 2076 with reference to purported encroachments on the highway right of way in the town of Garibaldi.

The center line of the highway through Garibaldi as reestablished by Mr. Scott and Mr. Mars is the same center line that was established by the original location of the Highway Department through Garibaldi in 1926, and the right of way through the village was secured by resolution from the Tillamook County Court. It is a matter of record as set forth in Mr. Byrum's report. I think we should be able to stand on the right of way as per that survey and the resolution proceedings which provided the right of way.

There is apparently, as shown by the map, a slight discrepancy in the right of way width from the platted property between Block 5 on the north side of the highway and Block 7 on the south side of the highway. However, the center line is the same as originally established.

The curbs have already been constructed along this section in conformity with this survey and any encroachment, it would seem to me, would be the concern of the City or the County. However, the State can complete its contract without interference with this encroachment and the City can, if it desires and we approve, construct a narrow sidewalk in front of this building of Mr. Hedges and another property mentioned by Mr. Byrum in Lots 3 and 4, Block 7. Definitely, the center line fronting Lots 3 and 4 is midway between the platted property north and south of the street, so that any encroachment at that point is an encroachment and should be ordered off.

I am handing you herewith a print of the map of Garibaldi, which shows the frontage of a portion of the original Block 7, as dotted in, inside of our resoluted right of way. We are proceeding with our contract, since the encroachment has no bearing on the curbing and paving construction work.

Yours very truly,

F D Eason
F. D. EASON,
Division Engineer.

FDE:AM

ASSIGNMENT

No 2076

By

ption: **Letter 7-25-50 from J. M. Devers regarding right of way controversy in Garibaldi. (Property of Clement Hedges)**

Acknowledged by _____ Referred to _____ **Mason** ______

Investigate and report with recommendation
xx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

Assignment executed 8-11-50 Report received ______

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM E-30 25M 6-49 23902

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1950

SUBJECT:

To:

Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Mr. Baldock:

There has developed a right of way controversy in Garibaldi. The controversy involves Lot 7 in Block 7. It appears that there is some dispute as to the location of the right of way line as it affects the property of Mr. Hedges. I have had the record searched by Mr. Byrum of this office and according to his findings there is some uncertainty with respect to the property lines as fixed in the county proceedings.

I suggest that this situation be studied on the ground for it may be that by a slight change in the project boundary conflicts may be avoided. For your information I enclose a copy of the report made by Mr. Byrum.

Yours very truly,

J. M. Devers w.
J. M. DEVERS

JMD:JK
cc :W.C.Williams
Encl.

REFERRED TO

Mr. Williams

Will you please tell me what this is all about?

FORM E-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

COPY

Salem, Oregon
July 24, 1950

SUBJECT: Encroachment - Lot 7, Block 7
Garibaldi Cove

To: Mr. J. M. Devers
Chief Counsel

OFFICE

Dear Mr. Devers:

I have investigated the complaint of Clement Hedges, Box 151, Garibaldi, 'Phone 417. Mr. Hedges operates a small cafe located on Lot 7, Block 7, of the Plat of Garibaldi Cove. He is buying this property on an unrecorded land contract from J. J. Edwards, the record title holder.

The State Highway Commission and the City of Garibaldi have entered into an agreement regarding the construction of curbing and sidewalks within the city limits of Garibaldi, the Highway Commission being required to widen the existing pavement and construct curbing, and the City to construct the sidewalks. It was anticipated that Tillamook County had secured sufficient right of way for this project by resolution in 1926; however, when our survey was completed it was found that the northeast corner of Hedges' restaurant encroached 2½ feet into the right of way and will interfere with the construction of the sidewalk but not the curbing or paving. I noticed that "Doc's Doghouse Cafe" also extends into the right of way and will interfere with the sidewalk. "Doc's Doghouse" is located on Lots 3 or 4 of Block 7. I did not speak to the proprietor of Doc's place but was advised by the City Mayor that Doc would soon launch a complaint. The same facts will apply to him as to Hedges.

A check of the County records reveal that the Plat of Garibaldi Cove was filed November 3, 1917 in Book 2, at Page 9 of Tillamook County Plat Records. At this time our beautiful Coast Highway was a mere County Road. The Plat dedicated 60 feet for said road. On November 3, 1926, Tillamook County passed a resolution for the establishment of Roosevelt Highway between Engineer's Station 365+00 and Station 536+63.4. This resolution covers area through the Plat of Garibaldi Cove and extends both to the north and the south of said Plat. All matters pertaining to the resolution and establishment of this highway seemed to be in order. It is upon the center line established by this resolution that our survey is based.

This survey shows that the 60 foot right of way secured under this resolution takes a small portion of Lots 3, 4, 5, 6, and 7 of Block 7 of Plat of Garibaldi Cove. Mr. Scott, Resident Engineer, at Nehalem has taken considerable pains to check the accuracy of his survey and without a doubt the highway, as established by this resolution, does take part of these lots. However, the map prepared at that time does not reveal the taking of any of these lots nor does the viewer's report show anything for damages. I find that a number of awards were for $1.00 which would indicate that an attempt had been made to give at least a token award to every property owner involved.

My thought in the matter is that while Scott's survey is accurate, the error is in the center line as established in 1926 and that it was not intended to take any part of these lots.

Perhaps this problem can be turned over to the City of Garibaldi as we have sufficient right of way to fulfill our part of the agreement. I would appreciate it if you would advise Mr. B. J. Spencer, Box 51, Garibaldi, of any action taken in this matter. Mr. Spencer is Mayor of Garibaldi so is very interested in this project.

Very truly yours,

/s/ Robert L. Byrum
Right of Way Agent

RLB:ms

Div. Eng. is going to try and miss this building.

/s/ Bob Byrum

C
O
P
Y

RECEIVED
AUG - 4 1950
FOR FILING

27-11-13

3373

August 3, 1950

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of each of the following contracts:

Contract No. 3372, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Grading and Paving on Salem City Streets (Pine, Commercial and Liberty Sts.) in Marion County.

Contract No. 3373, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Grading and Paving on the Garibaldi Section of the Oregon Coast Highway in Tillamook County.

These copies are for your records and files.

An executed copy of each of the above contracts is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

RECEIVED
JUL 13 1950
FOR FILING

29-1043

3373

July 13, 1950

Warren Northwest, Inc.
P.O. Box 5072,
Portland, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you Contract No. 3373 for grade widening and paving on the Garibaldi Section of the Oregon Coast Highway in Tillamook County. This award was based on your low bid of $51,848.30 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. N. Probert

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1950
FOR FILING
FORM K-90X 15M 1-49 29024

29-10 43

3373

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23, 1950

SUBJECT:

To: Mr. J. M. Devers
Chief Counsel

NOTED
W. C. WILLIAMS

The Highway Commission at its July 10-11 meeting is calling for bids for a widening project on the Oregon Coast Highway No. 9 in the City of Garibaldi. The project is within the following limits:

> Highway engineer's survey station 500+00 at the south end approximately 251' easterly from the center line of Central Street, where the same is intersected by the center line of the relocated Oregon Coast Highway; thence westerly to highway engineer's survey station 522+50 approximately 147' westerly from the center line of Washington Street, where the same is intersected by the center line of the relocated Oregon Coast Highway.

This project is to consist of widening the present highway to 46' between curbs and also the placing of curbs along this section.

It is requested that an agreement be drawn up between the City of Garibaldi and the State Highway Commission to include the following points:

> State to construct the street improvement on the route of the Oregon Coast Highway in the City of Garibaldi.
>
> City will provide necessary slope easements as required by the reconstruction and will move or cause to be moved all telephone and power poles, fire hydrants, and other utilities without cost to the State. The City also agrees to prohibit all parking along the route of the Oregon Coast Highway within the limits of this project and will draw up and pass necessary ordinances to place this in effect. The City agrees to provide at no cost

to the State off-street parking facilities.

In order to effect distribution to all parties concerned, seven copies of this agreement will be necessary. Attached please find seven copies of a small map of the City of Garibaldi showing the location of the project marked in red.

John W. Cattrall

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

cc: Mr. W. C. Williams

RECEIVED
JUL 19 1950
FOR FILING

29-1043

3373

5/25

June 8, 1950

Hon. B. J. Spencer, Mayor
Garibaldi,
Oregon

Dear Mr. Spencer:

The State Highway Commission at its last meeting discussed the request of the City of Garibaldi for the improvement of the Oregon Coast Highway through this town. You will be pleased to know that the Commission approved the project for construction this summer on the condition that the City will adopt appropriate ordinances prohibiting parking of vehicles on the highway within the city limits. Present indications are that this project will be advertised for bids at the July meeting of the Commission.

This information confirms the oral information that I gave your City Engineer, Mr. Boatwright, last week.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

w

Salem, Oregon
May 29, 1950

Mr. H. G. Smith

The Highway Commission has approved the widening of the Oregon Coast Highway within the city of Garibaldi at an estimated cost of $60,000, as a state project.

You may prepare this project for letting as soon as convenient.

W. C. Williams

WCW:mm

cc Mr. M. H. Hawke

May 10, 1950

Hon. B. J. Spencer
Mayor, City of Garibaldi
Garibaldi, Oregon

Dear Mayor Spencer:

I shall bring to the attention of the State Highway Commission at its next meeting your letter of May 4, 1950, in support of your previous request for the improvement of U.S. 101 through your city.

I am sending copies of it to the individual members of the Commission in today's mail for their advance information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - Commissioners
R. H. Baldock
W. C. Williams

CITY OF GARIBALDI
GARIBALDI, OREGON
May 4th,1950.

COPIES TO COMMISSIONERS
R H Baldock
H C Williams

AGENDA
[illegible]

4-4

Oregon State Highway Commission.
Salem Oregon.

Gentlemen,

On April 25th,1950; I and a committee from this City appeared before you and Mr. Eugene Kelty our spokesman requested that the portion of U.S.101 Highway (Bishop Street) in our City be improved by the construction of a four lane highway with curbs, the same to be constructed suitable for the present day automotive traffic; You were also informed that this City would pass an ordinance providing for off street parking in the event that the said construction would be completed this year; and as the Commission did not think that the construction could be made this year, I am again requesting that this project be given further consideration for the following reasons.

WHEREAS; U.S.Highway 101 is one of the main highway running North and South through our State; It is by far the most scenic route in our State; Thousands of tourists as well as many of our own citizens travel it each year; Many tourists mention the wonderful views along the ocean highway but never speak a good word for that portion of U.S.Highway 101 (Bishop Street) in our City.

WHEREAS; The said portion of U.S.101 (Bishop Street) is the principal street within our City; On this street is located all of our business houses and merchants; In the rainy season their customers are bothered by mud and in the dry season they are troubled by dust.

WHEREAS; Since this cities population has increased to approximately 1200 inhabitants; We are faced with the problem of providing adequate streets and side-walks; These improvements cannot be made until the grade for the new highway construction has been completed; We have been informed by your Highway Engineers that the difference in grade between the old grade and the new grade will vary as much as approximately 20 inches; In substance the said improvements cannot be made until the new grade has been established.

ACKNOWLEDGED
H. B. GLAISYER

54C

WHEREAS; This City has been informed by your Highway Engineers that no new highway construction would be made until a sewerage system was installed and a steel water line was laid along U.S.Highway 101; These requirements have been completed; These projets have entailed the expendature of over $135,000.00 (One Hundred and Thirty Five Thousand Dollars); Which is a considerable financial burden upon our tax payers.

WHEREAS; Since this City was incorporated in the year 1946; We have not been able to accumulate sufficient street funds which might be applied on the said construction project; Although with such funds as were available we have constructed several hundred feet of concrete drainage along the said highway.

WHEREAS; This City has within its corporate limits a very large sawmill and plywood plant who employ hundreds of persons; Their automobiles cause a great traffic hazard during the change of shifts on the highway as it is to-day.

In view of the above reasons; It is hoped that the Highway Commission would grant this portion of the said highway a high priority for completion this year and it is earnestly hoped that the Commission will grant our City this request.

Very Truly Yours,

B.J. Spencer

B.J.Spencer.
Mayor.

FOR FILING

29-1043

Garibaldi

May 23, 1950

Oregon State Highway Commission

Gentlemen

At the last meeting the citizens of Garibaldi presented a request for widening the pavement through their town. You told me to make a study of it.

I find that we have a survey. The estimated cost of the improvement is about $60,000, and I would recommend that it be done with state funds this year, contracting the work at the next meeting, because of the very poor condition of this road at this time.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. W. C. Williams

RECEIVED
JUN 21 1950
FOR FILING

39-1043

Garibaldi

PW

D

Salem, Oregon
April 27, 1950

Mr. E. A. Collier

The sum of $3,500 has been deposited with the State Highway Commission by the City of Garibaldi to guarantee the cost of repairs to city streets which were damaged when opening the streets during the construction of a sewage disposal system during the past winter.

Please confer with the City Engineer or other city officials to determine the amount of work which can be done by state forces within the funds available. All work performed by the State is to be at the expense of the City one hundred per cent.

The Highway Commission assured the delegation from Garibaldi, including the City Council, that the State would assist them in doing this work with state crews at the expense of the City.

W. W. Stiffler

WWS:er

cc: F. D. Eason
M. W. Hawke

AGENDA
APR 3 - 1950

4

March 27, 1950

Hon. B. J. Spencer, Mayor
City of Garibaldi
Garibaldi, Oregon

Dear Mr. Spencer:

Confirming the information given you today by Mr. R. H. Baldock, State Highway Engineer, when you called upon him in his office, I am reserving fifteen minutes of time at the next regular meeting of the State Highway Commission for the convenience of the Garibaldi City Council to bring some matters to the attention of the Commission.

The next regular meeting is scheduled to be held in Portland on Tuesday, April 25, 1950. The meeting place is in the Green Room on the first floor of the Imperial Hotel. The fifteen minute period reserved for you will start at 10:45 a.m. on that day.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc - Commissioners
Mr. [illegible] McIver
Mr. R. H. Baldock
Mr. [illegible] C. Willing

10:45 AM
april 25

D

[illegible]

B. J. Spencer Mayor

Eugene S. Dilty Editor

Councilman Fred W. Wolfe

B.J. Groll Recorder

Geo. Goodrich attorney

G.R. Boatwright Engineer

Joe. Saune Council

M.A. Sandberg Council

Verne Hhimerstt Oregon Coast Assn.

Dedication 4/26/50

[illegible] Garibaldi - Delegation
April 25, 1950

RESOLUTION

WHEREAS, U. S. Highway 101, within the city limits of Garibaldi, Oregon is in a very bad state of repair, and

WHEREAS, attempts have been made by the common council of the city of Garibaldi to have the Oregon State Highway Commission improve said highway, and

WHEREAS, the said Oregon State Highway Commission desires to place in effect a plan for off-street parking in the city of Garibaldi, now therefore,

BE IT RESOLVED by the Common Council of the City of Garibaldi, that in consideration of the Oregon State Highway Commission grading, surfacing and curbing U. S. Highway 101 within the city limits of Garibaldi between Washington Street and East First Street during the year 1950, said highway to be 60 feet in width with four traffic lanes, the city of Garibaldi by and through its common council will at the appropriate time enact necessary ordinances providing for adequate off-street parking in the city of Garibaldi.

Mayor

ATTEST:

B. L. Groth
City Recorder

RECEIVED
APR [illegible] 1950
FOR FILING

27-1043

K-a

February 28, 1950

Frank Buru, Secretary
Garibaldi Chamber of Commerce
Garibaldi, Oregon

Dear Mr. Buru:

The State Highway Commission at its last meeting had under discussion your letter of January 15, 1950, requesting the construction of curbs and the widening of the pavement on US101 through your city. In your letter you state that the city was told at one time, and that it was definitely understood that the state would perform such work when the city completed construction of its sewer and water lines.

The records of the Highway Commission fail to disclose where such a commitment was made. The fact of the matter is the State Highway Commission has an established policy which does not permit advance commitments or promises to any particular project. Evidently the information was given you by someone without authority.

Be that as it may, your project was given consideration. The Engineer reported the cost at $60,000. The Commission could not see its way clear to approve the project because of lack of funds, and for the need of available funds to finance other projects which are considered more accute. I was instructed to inform you accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

GEO. R. GOODRICH
ATTORNEY AT LAW
ALDERMAN BUILDING
TILLAMOOK, OREGON

February 28, 1950

Mr. R. H. Baldock
State Highway Engineer
State Office Building
Salem, Oregon

Dear Mr. Baldock:

Reference is made to your letter of December 12, 1949 directed to me as City attorney for the City of Garibaldi, Oregon in answer to my letter to you regarding the proposed work on the resurfacing of US 101 within the city limits of the city of Garibaldi.

In that letter you stated that this project was not yet a part of the state highway commission construction program but that it would be considered in due time. The reason for it not being included was given as insufficiency of funds at the present time.

Since receipt of said letter I have had several conferences with the city council and one with your resident engineer, Mr. Mass of Nehalem, Oregon. The latter seems to have gone into the problem very thoroughly and is very familiar with the requirements of the project.

The City council desires at your convenience to have a brief conference with you and I shall be very happy to bring them to your office any day this week or next week whichever will best fit into your plans. The group consists of the Mayor, a representative from the Oregon Coast Association, myself and one or two councilmen and we shall not require much of your time.

I am hopeful of receiving from you a date for the conference in the very near future.

Very truly yours

Geo R Goodrich

GRG:a

Geo. R. Goodrich

RECEIVED
FOR FILING

27-1045

4-a

February 1, 1950

Oregon State Highway Commission

Gentlemen:

I attach hereto a copy of a letter addressed to the State Highway Department by Frank Buru, Secretary of the Garibaldi Chamber of Commerce. This letter, you will note, requests complete curbing of the Coast Highway through Garibaldi. What they actually mean is the construction of a full-street section with pavement from curb to curb. It is approximately one-half mile through the city of Garibaldi, and the estimated cost of constructing a full-width street section, including curbs, is $60,000.

As to any commitments made by the Highway Commission to Garibaldi, we find no commitments but we do find in Commission minutes that the Highway Commission discussed a letter from the Garibaldi Businessmen's Club at a meeting on July 23, 1941. The Garibaldi Businessmen's Club at that time was requesting the surfacing of the Oregon Coast Highway for a distance of two blocks in Garibaldi. The Commission deferred action pending further investigation by the Engineer.

On February 13, 1942, the Engineer reported to the Commission that the estimated cost to oil the shoulders adjacent to the highway pavement through the town of Garibaldi would be $2,000. He recommended that the work not be done at the present time so as to conserve the funds for other uses of more importance. The Commission deferred a definite decision in this matter until the following summer, but there is no record that the matter was ever considered again.

The city of Garibaldi, like all towns along major highways, desires a full-street section, but the need and priority for such work in Garibaldi is low. It is, therefore, my belief that the City of Garibaldi should be advised that the Highway Commission cannot consider a project of such magnitude in Garibaldi at this time by reason of the more acute need of other highway improvements throughout the State.

This matter will be on the next agenda for your consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc: Mr. W. C. Williams
Mr. H. G. Smith
WCW:me:bl

EXCERPTS FROM MINUTES OF HIGHWAY COMMISSION MEETING HELD JULY 23, 1941.

John Day, Oregon
July 23, 1941

The State Highway Commission met in special session at 8:30 p.m. at the home of Commissioner Herman Oliver. Present were:

Henry F. Cabell, Chairman
Huron W. Clough, Commissioner
Herman Oliver, Commissioner
R.H. Baldock, State Highway Engineer
J.M. Devers, Attorney
H.B. Glaisyer, Secretary

* * * * *

The Commission discussed a letter from the Garibaldi Businessmen's Club, requesting the surfacing of the Oregon Coast Highway, full width between curbs, through the town of Garibaldi. The Engineer advised that investigation reveals that there are no curbs in this town at the present time. He estimated the cost, on the basis of improving the street without installation of curbs, at $2,000. The Commission deferred definite action on this matter pending further investigation by the Engineer.

* * * * *

Portland, Oregon
February 13, 1942

The State Highway Commission met in regular session at 9:00 a.m. in Room 415, Imperial Hotel. Present were:

Henry F. Cabell, Chairman
Huron W. Clough, Commissioner
Herman Oliver, Commissioner
R.H. Baldock, State Highway Engineer
J.M. Devers, Attorney
H.B. Glaisyer, Secretary

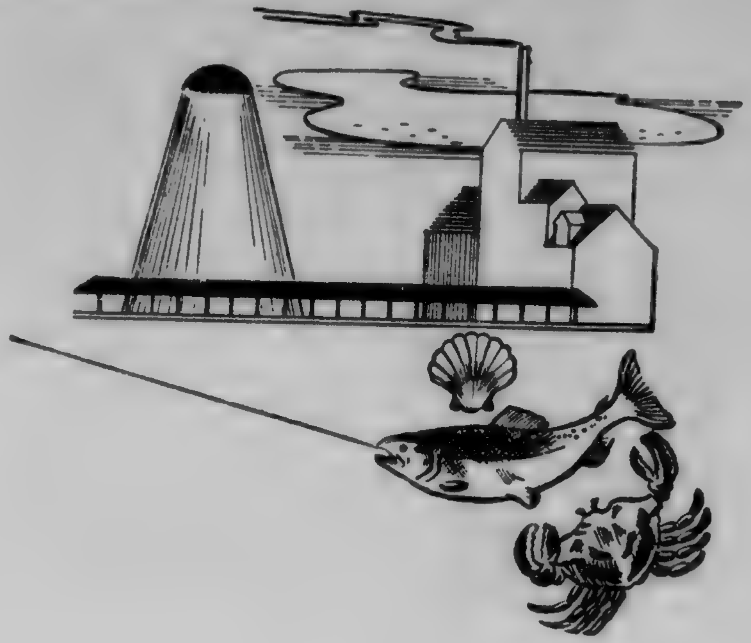
* * * * *

The Engineer reported the cost to oil the shoulders adjacent to the highway pavement through the town of Garibaldi, Tillamook County, which work was heretofore requested by the Garibaldi Civic Club. He estimated such cost at $2,000 and recommended that the work be not done at the present time so as to conserve the funds for other uses of more importance. The Commission approved the recommendation, subject to review later in the year. In this connection the Engineer also recommended that the Commission do not approve minor betterment projects of this nature during the present war emergency unless they are of an exceptional or unusual nature. The Commission deferred a definite decision in this matter until next summer.

* * * * *

Plywood, Lumbering, Fishing, Sporting Center of Tillamook County

GARIBALDI
Chamber of Commerce
GARIBALDI, OREGON



January 19, 1950

State Highway Dept.
Salem, Oregon

Dear Sir:

We of Garibaldi feel and know we are justified in having curbing along the main highway, which runs through the main part of town.

We were told and definitely understood by the Highway Dept. whenever the sewer and water lines were imbedded we would be able to ask and get complete curbing. Therefore, the sewer and water lines have been completed at considerable cost.

Hoping you will give this your whole hearted consideration.

Sincerely,
Frank Buru
Frank Buru, Sec.

NOTED
W. C. WILLIAMS

REFERRED TO [illegible]

RECEIVED
DEC 27 1949
FOR FILING

29-1043

Salem, Oregon
December 23, 1949

Mr. E. A. Collier

We approve Mr. Walker's report and recommendation under date of December 16, that the Highway Commission repair US101 in the vicinity of Garibaldi, damaged by the City or their contractor in the construction of a sewage disposal system.

Please secure a certified check or a cash deposit from the City of Garibaldi in the amount of the estimated cost, $3,500, to cover the cost of the work.

W. W. Stiffler

WWS:er

cc: J. D. Walker
M. H. Hawke
C. C. Seeley

FORM E-30 25M 6-49 32902

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 16, 1949

29-13

SUBJECT:

To:

Mr. F. D. Eason,
Division Engineer,
Office.

Dear Sir:

On December 14 Mr. C. C. Seeley and I contacted Mr. B. J. Spencer, Mayor of Garibaldi, with reference to repair of damage to pavement caused by the operations of the sewer contractor in installing sewer lines on Bishop Street, which is the route of the Oregon Coast Highway.

Mr. Spencer informed me that the contractor has requested that the repair be made by State forces; the City will retain 10 per cent of the contract amount, or $10,800.00, to guarantee payment. I have estimated that approximately $3,500.00 will be required for the work, broken down as follows:

150 Tons Plant Patch	$1,500.00
Regrade and Rock Shoulders	1,500.00
Hand Patching (Temporary Repair)	500.00
	$3,500.00

The Maintenance Engineer is being furnished with this estimate data, in order that an Order to Render Service may be made out.

Yours very truly,

JDWalker

J. D. WALKER,
Assistant Division Engineer.

JDW:AM
cc Mr. W. W. Stiffler
Mr. E. A. Collier
Mr. C. C. Seeley
City of Garibaldi

NOTED
W. W. STIFFLER

RECEIVED
DEC 13 1949
FOR FILING

29-1043

December 12, 1949

Mr. Geo. R. Goodrich
City Attorney
Garibaldi, Oregon

Dear Mr. Goodrich:

Receipt is acknowledged of your letter of November 15, having reference to widening and surfacing of US101 within the city limits of Garibaldi.

I have investigated the proposed work, and the information I have is that to do a proper job would mean the widening of the existing pavement to full street width, and this, of course, is a project of considerable magnitude. We can find nothing in our records wherein the City of Garibaldi was informed that upon completion of the sewer installation the Commission would take immediate steps to improve the highway through the city.

We recognize the desirability, however, of improving highways through the various cities whenever possible, and the request for improvement through Garibaldi will be considered by the State Highway Commission in the formulation of a future construction program. There are no funds now available for projects not currently included in approved construction programs.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me
cc Mr. W. C. Williams

GEO. R. GOODRICH
ATTORNEY AT LAW
ALDERMAN BUILDING
TILLAMOOK, OREGON

November 15, 1949

Mr. R. H. Baldock
Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

As Attorney for the City of Garibaldi I have been requested to write to you concerning the widening and surfacing of Highway 101 within the city limits of Garibaldi.

Apparently this project has been in the close background for some time and the Mayor of the City tells me that the last time he talked with a representative from your department he was informed that upon the completion of the sewer installation the highway commission would take immediate steps to improve the highway through the city.

The sewage disposal installation is now about seventy-five percent complete and we look forward to having it completed before March of next year in which case we are in a position to expect some assistance from the state in improving our highway.

I would appreciate hearing from you so that I might inform the council of the intentions of the State Highway Commission.

Very truly yours

Geo R Goodrich

Geo. R. Goodrich
City Attorney for Garibaldi, Oregon

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[illegible]

GRG:a

RECEIVED
DEC 5 1949
FOR FILING

27-1013

P

1516

December 2, 1949

Honorable Mayor and City Council,
Garibaldi, Oregon.

Gentlemen:

In connection with the sanitary sewer project that you have under contract in your city, involving the construction in part, of a sewer line along the Oregon Coast Highway through the city, I wish to call your attention to the responsibility of the City in seeing that the contractor makes all necessary repairs to reestablish the street section as originally obtaining prior to the construction work.

Our investigation and rough estimate indicates it will cost several thousand dollars to repair this street in a satisfactory manner and we think that the City should withhold from the contractor's payments for work performed a certain amount to cover these repairs until they are completed.

If the contractor fails to make these repairs in accordance with our inspection and approval, it will be necessary for the State forces to then do the work and charges will be submitted to cover the same, which charges can be paid out of monies withheld to cover these costs.

Very truly yours,

W. W. STIFFLER,
Assistant State Highway Engineer.

cc: F. D. Eason
E. A. Collier

NOTED
W. W. STIFFLER

FORM E-30X 15M 1-49 29024

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Astoria, Oregon
November 30, 1949

SUBJECT:

To: Mr. F. D. Eason, Division Engineer
Oregon State Highway Commission
319 State Office Building
Salem, Oregon

Dear Sir:

In connection with the matter of the cost of repairing damage to the Oregon Coast Highway by the sewer contractor within the city limits of Garibaldi, I have on this date made a survey to determine the cost of the various items which must be repaired. My report follows:

This work extends from M.P. 65.17 to M.P. 66.05.

Pave Patch, 200 Tons	$2000
Hand Patch	500
D-0-30 Seal	1700
Re-grade & rock shoulders	800
	$5000

Yours truly,

C. C. Seeley
Dist. Maint. Supt.

CCS:dcs

RECEIVED
OCT 28 1949
FOR FILING

29-1043

File

October 27, 1949

Honorable B. J. Spencer, Mayor
Garibaldi, Oregon

Dear Sir:

The matter of condition of that portion of US101 on Bishop Street in the city of Garibaldi, where the City has now under contract the construction of sanitary sewers, has been brought to my attention.

I am informed that the operations of the contractor are conducted in such a manner as to needlessly interfere with the free flow of traffic and that, since traffic space is so constricted, a definite hazard exists.

An investigation disclosed that no construction or warning signs are in place, that no barricades are erected to protect open excavations, and that flagmen are not present to control and direct traffic. It was further disclosed that inadequate flares or warning lights are placed during hours of darkness and that in certain instances no lights whatever were in place.

It is my desire to point out to you that such situations often result in serious accidents, as well as cause unnecessary delay to traffic.

I would like to request that your engineer be instructed to direct the contractor to adopt means of alleviating the existing situation.

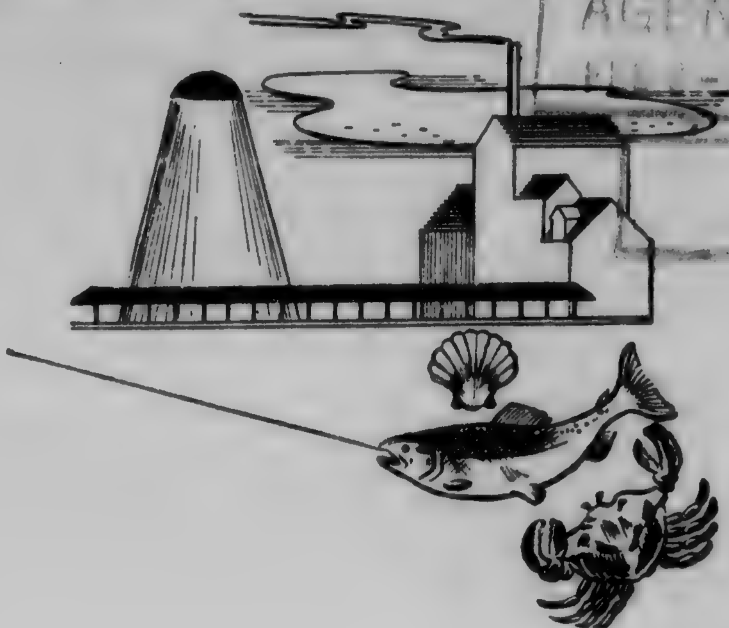
Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc Mr. F. D. Eason

Plywood, Lumbering, Fishing, Sporting Center of Tillamook County

GARIBALDI
Chamber of Commerce
GARIBALDI, OREGON



AGENDA

January 26, 1950

NOTED
H. B. GLA'SYER

Mr. Glazer, Sec.
State Highway Comm.
Salem, Oregon

Dear Mr. Glazer:

After our discussion over the telephone, I proceded to find out who stated that whenever the new pipe lines were layed we could plan on curbing on the highway going through Garibaldi.

Mr. Seely, past maintenance man for the State Highway Dept. from Astoria was the man that sat in the City Council Chamber and stated that we could get curbing whenever the pipelines were layed.

Hoping this answers your question.

Sincerely,
Frank Buru
Frank Buru, Sec.

S+C

EXCERPTS FROM MINUTES OF HIGHWAY COMMISSION MEETING HELD JULY 23, 1941.

John Day, Oregon
July 23, 1941

The State Highway Commission met in special session at 8:30 p.m. at the home of Commissioner Herman Oliver. Present were:

Henry F. Cabell, Chairman
Huron W. Clough, Commissioner
Herman Oliver, Commissioner
R.H. Baldock, State Highway Engineer
J.M. Devers, Attorney
H.B. Glaisyer, Secretary

* * * * *

The Commission discussed a letter from the Garibaldi Businessmen's Club, requesting the surfacing of the Oregon Coast Highway, full width between curbs, through the town of Garibaldi. The Engineer advised that investigation reveals that there are no curbs in this town at the present time. He estimated the cost, on the basis of improving the street without installation of curbs, at $2,000. The Commission deferred definite action on this matter pending further investigation by the Engineer.

* * * * *

Portland, Oregon
February 13, 1942

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Henry F. Cabell, Chairman
Huron W. Clough, Commissioner
Herman Oliver, Commissioner
R.H. Baldock, State Highway Engineer
J.M. Devers, Attorney
H.B. Glaisyer, Secretary

* * * * *

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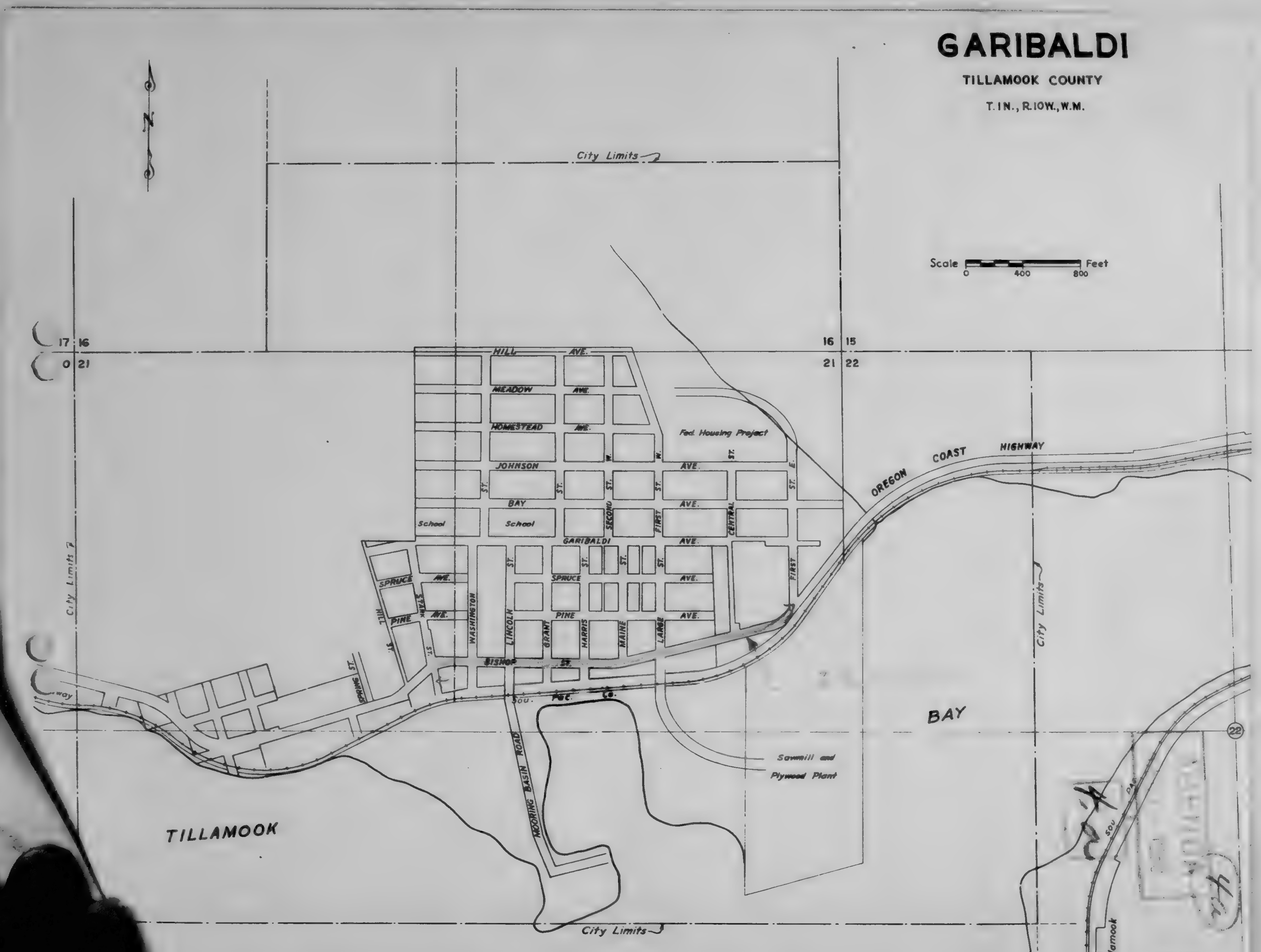
* * * * *

GARIBALDI

TILLAMOOK COUNTY

T.1N., R.10W., W.M.


N
Scale 0 400 800 Feet
City Limits
17 16
0 21
16 15
21 22
HILL AVE.
MEADOW AVE.
HOMESTEAD AVE.
JOHNSON AVE.
BAY AVE.
GARIBALDI AVE.
SPRUCE AVE.
PINE AVE.
School
School
Fed. Housing Project
ST. W.
SECOND ST. W.
FIRST ST. W.
CENTRAL ST.
FIRST ST. E.
WASHINGTON
LINCOLN ST.
GRANT
HARRIS
MAINE
LARGE ST.
BISHOP ST.
STARK ST.
HILL ST.
SPRING ST.
OREGON COAST HIGHWAY
Sou. Pac. Co.
MOORING BASIN ROAD
Sawmill and Plywood Plant
BAY
TILLAMOOK
22
To Tillamook
SOU. PAC.
Rev 8-24-49

29-1112 West Nehalem Section of the Manzanita-Wheeler County Road 1950

33.4

RECEIVED
FOR FILING

December 3rd, 1950

West Nehalem Section 3374
Contract #3374

FINAL COST ANALYSIS

Stevenson Construction Co.
J. H. Scott, Resident Engineer

Manzanita-Wheeler County Road
Prefix 29-1112-201

Description	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All				$6,120.44	$7,000.00
Structural Excavation	682.46	Cu. Yd.	$2.00	$0.72	491.20	1,364.92
General "	080. 41,0[illegible]0.7	" "	0.30	0.24	9,946.40	12,324.21
Short Overhaul	14,394.7	Yd. Sta.	0.02	0.017	244.71	287.89
Salvaging Surfacing	602.67	Cu. Yd.	2.00	1.37	828.40	1,205.34
Finishing Roadbed & Slopes	0.45	Mile	2000.00 ~~200.00~~	573.33	258.00	900.00
Rounding Cutbanks	1,500	Lin. Ft.	0.15	0.14	221.13	225.00
72" Corr. Metal Pipe	72	Lin. Ft.	25.00	24.63	1,773.02	1,800.00
72" Corr. Metal Pipe, Uncoated	60	" "	24.00	21.79	1,307.40	1,440.00
18" Concrete Pipe	102	" "	3.50	2.71	276.89	357.00
24" " " , Ext. Str.	192	" "	5.00	4.30	825.90	960.00
Salvaging Culvert Pipe	124	" "	2.00	0.90	112.12	248.00
3"-0" Mat'l. in Base & Shldrs.	2,390	Cu. Yd.	1.50	1.87	4,478.77	3,585.00
3/4"-0" Mat'l. in Base & Shldrs.	435	" "	2.50	3.84	1,670.04	1,087.50
Sprinkling	16.5	M-Gal.	2.00	3.54	58.38	33.00
*Preparation of Base	0.45	Mile	500.00	500.00	225.00	225.00
*Mineral Aggregates	424	Cu. Yd.	5.50	6.62	2,806.00	2,332.00
*Emulsified Asphalt in Seal	2.97	Ton	55.00	55.00	163.35	163.35
*120-150 Asphalt	32.26	"	50.00	50.00	1,613.00	1,613.00
PA #1, 36" Corr. Metal Pipe	64	Lin. Ft.	10.00	9.51	608.47	640.00
PA #2, 1¼"-3/4" Cr. Rock in SP	45	Cu. Yd.	2.90	3.50	157.50	130.50
3/4"-0" Cr. Rock in SP	105	" "	2.50	3.00	315.00	262.50
Force Account					157.18	163.48
					$34,658.30	$38,347.69

NOTED
State Highway Engineer

Gross Revenue	$38,347.69
Total Cost	34,658.30
Net Profit	$ 3,689.39

Net Profit Equals 9.6% of Gross Revenue

West Nehalem Section

Detail of Cost

Labor:

Supervision		$895.83	
Labor		9,107.30	
Labor Insurance		582.87	
			$10,586.00

Materials:

18" Concrete Culvert Pipe	102 lin. ft.	at	$1.81	$184.62	
24" Ext. Str. Conc. Pipe	192 " "	"	3.06	587.52	
36" Corr. Metal Pipe	64 " "	"	7.05	451.20	
36" Bands	2 each	"	6.80	13.60	
72" Corr. Metal Pipe, Uncoated	60 lin. ft.	"	17.04	1,022.40	
72" Bands Uncoated	3 each	"	29.45	88.35	
72" Corr. Metal Pipe, Uncoated	72 lin. ft.	"	18.98	1,366.56	
72" Bands	3 each	"	33.45	100.35	
3"-0" Pit Run Rock at Tillamook County Quarry	450 cu. yd.	"	0.50	225.00	
3"-0" Pit Run Gravel at Hytenen Pit	1,955 " "	"	0.50	977.50	
3/4"-0" Crushed Gravel in Stockpile on Job	540 " "	"	3.00	1,620.00	
Mineral Aggregate in Stockpile on Job	469 " "	"	3.50	1,641.50	
					8,278.60

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$7,163.00	
" " , Hired	408.92	
Hired Trucks, Not Including Drivers Payroll	941.87	
Gas, Oil & Grease	1,106.52	
Miscellaneous Expense & Small Tools	688.15	
Public Liability and Property Damage Insurance	171.82	
Explosives	191.50	
Bond	290.38	
Field Office Expense	374.55	
Home Office & General Overhead	1,183.64	
		12,520.35

J. C. Compton, Oiling Subcontractor:

Preparation of Base	0.45 mile at	$500.00	$225.00	
Placing Mineral Aggregate	424 cu. yd. at	$3.00	1,272.00	
Emulsified Asphalt in Seal	2.97 ton at	$55.00	163.35	
120-150 Asphalt	32.26 " "	50.00	1,613.00	
				3,273.35

Total Cost $34,658.30

West Nehalem Section

Remarks:

This contract required the grading, surfacing and oiling of an 0.45-mile section of the Manzanita-Wheeler county road, which is the present travelled route of the Oregon Coast Highway. The project was bid and awarded on July 11th, 1950, work was started on July 17th, and completed on September 12th, 1950.

Clearing and grubbing consisted of 3.4 acres of heavy second growth spruce and hemlock growing on steep slopes. From two to three cats and dozers and a labor crew of 10 men completed the work on this item in four weeks. Merchantable logs were loaded and hauled from the job by a logging operator. The clearing and grubbing was accomplished at a cost of $1,800 per acre.

General excavation was common material which required only a small amount of ripping. Grading equipment used consisted of a D-8 cat and 12-yard carryall, two DW-10's and scrapers, two cats and dozers and a rented ripper. The excavation work was performed in a total of 4 weeks, with one 12-hour shift per day during most of the period. Although 4 days were lost due to rain, the hourly production was excellent, 280 cu. yds. per working hour, and the contractor made a fair profit on the excavation.

Pit run surfacing was loaded with a 3/4-yard shovel from two sources, one being the Tillamook County quarry three miles from the job, the other the Hytenen bar in the Nehalem River near Foss which required a 6-mile haul. A maximum of 9 hired trucks hauled to the job. The 3/4" - 0" crushed gravel and mineral aggregates were purchased from the Hytenen commercial plant who delivered the material to stockpiles adjacent to the project. The contractor placed the surfacing with his own forces and equipment and a hired roller. The material and operating costs were high and production averaged only 64 cu. yds. per hour.

The contractor made a fair profit due to good equipment, supervision and fair bid prices.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
1 1950
FOR FILING

29-111 2

3

OREGON STATE HIGHWAY COMMISSION
(date)
Dec. 11, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3374	4-final	Stevenson Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20250	B- 5370	$ 1,729.68	12/8/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Oct. 15, 1950

Time Extensions: None required

Completion Date: Sep. 12, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: There is a claim filed with the Sec. of State (corrected notice of claim) for damages to a commercial truck on a detour road in the sum of $551.13.

~~Remarks~~: The above claim DOES NOT EFFECT PAYMENTS ON THIS CONTRACT.

- -

Date: 12-12-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 1 1950

NOTED ON CARD

RECEIVED
NOV 29 1950
FOR FILING

[illegible] 1/12

[illegible]

November 28, 1950

Phoenix Indemnity Company
360 Pine Street
San Francisco, Calif.

Attention: Mr. J. A. Wynne

Gentlemen:

Please be advised that State Highway Contract No. 3374, for work on the West Nehalem Section of the Manzanita-Wheeler County Road in Tillamook County, has been completed by the contractor, Stevenson Construction Co., and that final payment in the amount of $1,729.68 will be made on or after December 8,1950.

There is a claim filed against this project by Ed Trehane for damages to a commercial truck on detour road, in the amount of $551.13, of which you have been previously notified.

For your information we wish to advise that the total contract amount is $35,347.69, of which amount $163.48 represents force account items. This contract was completed on September 12 and accepted by the Highway Commission on September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this notice.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. J. S. Lochead
316 N. Church St.
Salem, Oregon

NOTED ON CARD

11-[illegible]

OR FILING

[illegible]

3344

November 27, 1950

Phoenix-London Group
Wilcox Building
Portland 4, Oregon

Gentlemen:

I enclose a letter directed to you by Mr. Cecil C. Wright, Attorney at law, Seaside, with reference to a claim of Mr. Treharne against Stevenson Construction Company, which letter evidently was mailed to the State Highway Commission by mistake.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

Enc.

cc - Cecil C. Wright, Attorney at Law
Seaside

RECEIVED
NOV 21 1950
FOR FILING

29-111
3374

November 17, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of November 16 to which was attached three copies of an amended claim in the amount of $551.13 filed with your office by Edwin E. Treharne against Stevenson Construction Company for damages to Mr. Treharne's truck in connection with the contractor's operations on State Highway Contract No. 3374.

This claim bears your file No. 3238.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
11-17-50

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Nov. 16, 1950

3374

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed are copies of a corrected notice of claim of Edwin E. Treharne against Stevenson Construction Co. contractors. The original claim was filed in this office November 8, 1950, our file No. 3238 and copies mailed to you on that date.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED

11-17-50

RECEIVED
NOV 21 1950
FOR FILING

Mrs Lewis

27-111
3374

November 17, 1950

Phoenix Indemnity Company
360 Pine Street
San Francisco, California

Attention: Mr. J. A. Wynne

Gentlemen:

Attached is a corrected notice of claim filed with the Secretary of State by Edwin E. Treharne against Stevenson Construction Company for damages sustained to Mr. Treharne's truck while driving over the operations of Stevenson Construction Company on the West Nehalem Section of the Manzanita Wheeler County Road in Tillamook County. This corrected claim is in the sum of $551.13 and supersedes a claim in the amount of $511.13 concerning which you were notified on November 14.

This information is provided as the Phoenix Indemnity Company appears as surety on the bond executed in connection with State Highway Contract 3374.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. J. S. Lochead
316 North Church Street
Salem, Oregon

Stevenson Construction Co.
2045 South 19th Street
Salem, Oregon

NOTED ON CARD
11-17-50

PY

CECIL C. WRIGHT
Attorneys at Law
615 Broadway
Seaside, Oregon

Cecil C. Wright

Telephone 380

November 14, 1950

State of Oregon
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned has a claim for damages to his truck in the sum of $551.13 against the bond taken from the Stevenson Construction Company and the Phoenix Indemnity Company by reason of the negligence of the contractor, Stevenson Construction Company in supplying a detour road from the City of Nehalem as part of the Oregon State Highway System and by reason of such negligence, caused damages to the truck owned by the undersigned in the following particulars:

Damage to truck	$ 311.13
Rental on truck for 8 days while damaged truck was being repaired $30.00 per day	240.00
Total Damages	$551.13

Yours very truly,

EDWIN E. TREHARNE
Edwin E. Treharne

Endorsed:- Corrected notice of claim
File No. 3238
Filed NOV 15 1950
EARL T. NEWBRY
Secretary of State

RECEIVED
NOV 15 1950
FOR FILING

[illegible]

3374

Mrs. Lewis

November 14, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of November 8th to which was attached three copies of a claim filed with your office by Cecil C. Wright in behalf of Ed Treharne in the sum of $551.13.

This claim is against Stevenson Construction Company and appears to be State Highway Contract No. 3374 for grading and surfacing the West Nehalem Section of the Manzanita-Wheeler County Road in Tillamook County.

The claim bears your file No. 3238.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 11/13

NOTED ON CARD

11-14-5

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

November 9, 1950

3374

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Cecil [illegible] Wright, Attorney, Seaside, and filed as of this date a notice of claim of [illegible] Trabume for damage to his truck in the sum of $611.12, against the bond taken from the [illegible] Construction Co. principal and the [illegible] Indemnity Co., surety [illegible] detour road from [illegible] the Oregon State Highway [illegible] caused damage to his truck, [illegible].

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Yours very truly,

Earl T. Newbry
Secretary of State

[illegible]
Enc.

RECEIVED
NOV 10 1950
OREGON
STATE HIGHWAY COMMISSION

11-13 [illegible]

RECEIVED
NOV 15 1950
FOR FILING

29-11-
3374

Mrs. Lewis

November 14, 1950

Phoenix Indemnity Company
360 Pine Street
San Francisco, California

Attention: Mr. J. A. Wynne

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State in the sum of $551.13 by Ed Treharne against Stevenson Construction Company. Mr. Treharne claims damages to his truck by reason of Stevenson Construction Company's operations on a detour road from the city of Nehalem. Apparently this claim has to do with State Highway Contract No. 3374 awarded to Stevenson Construction Company for grading and surfacing the West Nehalem Section of the Manzanita-Wheeler County Road in Tillamook County.

This information is provided as the Phoenix Indemnity Company appears as surety on the bond furnished in connection with State Highway Contract 3374.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 11/13

cc - Mr. J. S. Lochead
316 North Church Street
Salem, Oregon

Stevenson Construction Co.
2045 South 19th Street
Salem, Oregon

[illegible]OPY

CECIL C. WRIGHT
Attorneys at Law
615 Broadway
Seaside, Oregon

Cecil C. Wright

Telephone 380

November 1, 1950

State of Oregon
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned has a claim for damages to his truck in the sum of $511.13 against the bond taken from the Stevenson Construction Company and the Phoenix Indemnity Company by reason of of the negligence of the contractor, Stevenson Construction Company in supplying a detour road from the City of Nehalem as part of the Oregon State Highway System and by reason of such negligence, caused damages to the truck owned by the undersigned in the following particulars:

Damage to truck	$ 311.13
Rental on truck for 8 days while damaged truck was being repaired $30.00 per day	240.00
Total Damages	$ 551.13

Yours very truly,

ED TREHARNE
Ed Treharne

Endorsed:
File No. 3238

Filed
Nov 8 1950
EARL T. NEWBRY,
Secretary of State.

RECEIVED
NOV 1 - 1950
FOR FILING

22-111

3374

October 30, 1950

Mr. Cecil C. Wright
Attorney at Law
615 Broadway
Seaside, Oregon

Re: Mr. Treharne's claim for
damages to his truck

Dear Sir:

The Stevenson Construction Company, which performed the highway work in north Nehalem, is bonded by the Phoenix Indemnity Company, through its agent J. S. Lochead, 316 N. Church Street, Salem. The contract number for this particular work is 3374.

The State Highway Commission requires a bond to be posted by contractors, relieving the Commission from liability of such accidents as you set forth. Therefore, your only means of adjusting this matter will be through the contractor and the above-named surety company.

I attach hereto an extract of Oregon state laws having reference to bonds, filing of claims, etc.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

cc Mr. H. B. Glaisyer

NOTED ON CARD
[illegible]

CECIL C. WRIGHT

ATTORNEYS AT LAW
615 BROADWAY
Seaside, Oregon

CECIL C. WRIGHT

TELEPHONE 380

October 26, 1950

Phoenix Indemnity Co.
F. J. Ireland
316 N. Church, Salem

State Highway Commission
State of Oregon
Salem, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

On or about August 28, 1950, Mr. Treharne of this city used a State highway detour road branching off from Nehalem City, Tillamook County, Oregon. The State highway was then under construction and the contractor doing work was Stevenson Construction Company of Salem, Oregon.

This detour road was in very bad condition, and as a result, the truck owned by Mr. Treharne became mired, and the rear end of it was damaged. It took approximately 8 days to repair this vehicle. The vehicle was a commercial one, being used for the distribution of bottled soft drinks and bottled beer.

I have written to Stevenson Construction Company and asked them to pay for the damages sustained and have not heard from them. Since the road was not fit for travel of vehicles of this type, I believe that Stevenson Construction Company as well as the State Highway Commission has a responsibility to pay for the damages sustained by Mr. Treharne.

If the Stevenson Construction Company is bonded for this type of damage, I would be pleased to know who the underwriters are.

I trust that I may hear from you soon pertaining to the above matter.

Very truly yours,

Cecil C. Wright
Cecil C. Wright

CCW:dn

NOTED ON CARD

RECEIVED
OCT 20 1950
FOR FILING

[illegible]
3374

October 20, 1950

Phoenix Indemnity Company
360 Pine Street
San Francisco, Calif.

Attention: Mr. J. A. Wynne

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Stevenson Construction Co. on contract No. 3374, covering the West Nehalem Section of the Manzanita-Wheeler County Road in Tillamook County. This payment, in the amount of $2843.59, will be made on or after October 30, 1950. The retained percentage is $1132.52.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. J. S. Lochead
316 N. Church St.
Salem, Oregon

NOTED ON CARD

Form F-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 7th, 1950

Section West Nehalem

Kind of work grading-surfacing

Highway County Road Manzanita-Wheeler

Section prefix 29-1112

Contractor Stevenson Construction Co

Contract number 3374

Date of contract July 11th, 1950

Date of completion October 15th, 1950

Date work started July 17th, 1950

Estimated date of completion Sept 12th, 1950

Amount of contract . . . . $ 38,717.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 38,274.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 1725.00, 4.67 %

Date project was completed Sept 12th, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final weekly report. Final estimate shipped to Salem office today by express. Still have to get reicpted bills for force account but will send those in later while rest of estimate is being checked.

NOTED
H. W. LIBBY

RECEIVED

Signed J.H. Scott JHScott

Address Nehalem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.45				
Miles partially completed					
Miles completed	.45				
Total estimated quantities	40945				
Estimated quantities moved or placed to date	40945				
Average daily quantities	completed				
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

Oct	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday 1	clear		
Monday	rain rest of week		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 38842

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SEP 20 1954
FOR FILING

29-1112
3374

MISC. CONTRACTS and
AGREEMENTS No. 1232

Salem, Oregon
September 7, 1950

2091

Assg. No. 2091 W.C.W.

Mr. John W. Cattrall
County and City Relations Engineer

Dear Mr. Cattrall:

Attached for further handling by your office is one unexecuted copy of an agreement with the city of Nehalem covering revision of a city water line on the West Nehalem Section of the Oregon Coast Highway.

One fully executed copy of this agreement has been forwarded to the Nehalem City Recorder and the original copy has been retained in this office for the Commission's files.

Very truly yours

Secretary

FAQ:md
Attach.

Paid 800⁰⁰ 3-1-51

RECEIVED

FORM E-30X 15M 5-50 40301

1232

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

August 29th, 1950
Salem, Oregon

SUBJECT: Assg. No 2091 W.C.W.

To:
Mr. W. C. Williams
Ass't. State Hwy. Engineer

Dear Sir:

Enclosed are three (3) copies of an Agreement with the City of Nehalem covering revision of a city water line in connection with the West Nehalem Section. Two (2) copies of this Agreement have been signed by the proper city officials and are now ready for presentation to the Commission.

This completes Assignment No. 2091.

Very truly yours,

John W. Cattrall
Engr. Co. & City Relations

By
John F. Hagemann
Field Engineer

JFH:blt
Enc.

See Item 16851 (43), May 25 + 26 Minutes.

FORM E-30 25M 1-50 37898

[illegible] and
[illegible] No. 1232

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

August 29th, 1950
Salem, Oregon

SUBJECT: Assg. No 2091 W.C.W.

To: Mr. W. C. Williams
Ass't. State Hwy. Engineer

REFERRED TO
Glaisyer
~~By Asst. Chief Engineer~~
for Comm. signature.

Dear Sir:

Enclosed are three (3) copies of an Agreement with the City of Nehalem covering revision of a city water line in connection with the West Nehalem Section. Two (2) copies of this Agreement have been signed by the proper city officials and are now ready for presentation to the Commission.

This completes Assignment No. 2091.

Very truly yours,

John W. Cattrall
Engr. Co. & City Relations

By John F. Hagemann
John F. Hagemann
Field Engineer

May 26, 1950 Minute page 16851

JFH:blt
Enc.

Originally approved by Comm. Item 16,851 (43), Minute May 25 & 26.

ASSIGNMENT

ugust 14, 1950

No. [illegible]
By

Description: Mr. Devers' letter of August 11 and four copies of agreement re construction of a temporary and permanent main in Tillamook County, Oregon Coast Highway

Acknowledged by _____ Referred to Cattrall ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________________ signature

Assignment executed 8-29-50 Report received
me

Remarks: For city execution.
WCW

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM E-20 25M 6-49 32902

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 11, 1950

SUBJECT:

To:

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

On information furnished us by and pursuant to a request made by Mr. Hagemann, a form of agreement has been prepared by Mr. Wyckoff of this office covering the subject of construction of a temporary and permanent main which is involved in the highway work done on the Oregon Coast Highway in Tillamook County.

I attach four copies of the proposed agreement for your approval and when approved for submission to the Highway Commission for its approval.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:JK
Attach.

[illegible] TO
W. C. WILLIAMS
[illegible]

RECEIVED
AUG - 1 1950
FOR FILING

29-1112

3374

July 31, 1950

Stevenson Construction Co.
2045 S. 19th Street
Salem, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3374, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Grading and Bituminous Macadam Surfacing on the West Nehalem Section of the Manzanita-Wheeler County Road in Tillamook County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc
Enc.

7/31/50

RECEIVED
JUL 13 1950
FOR FILING

29-1112

3374

July 13, 1950

Stevenson Construction Co.
2045 S. 19th Street
Salem, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you Contract No. 3374 for grading, surfacing and oiling on the West Nehalem Section of the Manzanita-Wheeler County Road. This award was based on your low bid of $38,717.00 using asphalt, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

S-57(2) Hilgard Jct.-Red Bridge Sec., 1950
Starkey Secon. Hwy.
#3375

R. H. Baldock

RECEIVED
JUL 18 1951
FOR FILING

June 28th, 1951

FINAL COST ANALYSIS
Hilgard Jct.-Red Bridge
Grading and Topping

Contract #3375
Contractor - Groesbeck & Hickson

Prefix 131-1022
Resident Engineer - C. D. Cannon

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$ 2,108.15	$ 5,430.00
Struct. Excavation	276.64	Cu. Yd.	3.00	2.64	731.69	829.92
Trench "	650.71	" "	1.50	1.55	1,011.35	976.07
General "	119,003.4	" "	0.33	0.325	38,710.73	39,271.12
Short Overhaul	322,942	Yd. Sta.	0.01	0.01	3,129.32	3,229.42
Long Overhaul	10,965.5	C-Yd. Sta.	0.40	0.38	4,195.81	4,386.20
Finish R/B & Slopes	6.16	Mile	400.00	371.92	2,291.06	2,464.00
48" Corr. Metal Pipe	42	Lin. Ft.	15.00	15.96	670.47	630.00
60" " " "	60	" "	23.00	21.99	1,319.31	1,380.00
36" Arch Type Corr. Metal Pipe	64	" "	11.00	11.29	722.77	704.00
18" Concrete Pipe	345	" "	2.95	2.87	991.16	1,017.75
24" " "	84	" "	5.05	4.66	391.31	424.20
Salvaging Culvert Pipe	24	" "	2.00	1.32	31.63	48.00
Selected R/B Topping	14,380	Cu. Yd.	0.45	0.58	8,369.75	6,471.00
Hauling " "	10,805.8	Yd. Mi.	0.18	0.29	3,119.82	1,945.04
PA #1, Purchase of 48" Corr. Metal Pipe	10	Lin. Ft.	10.96	10.96	109.60	109.60
PA #1, Purchase of 48" Metal Band	1	Each	10.66	10.66	10.66	10.66
PA #2, Purchase of 12" Concrete Pipe	24	Lin. Ft.	1.75	1.75	42.00	42.00
Force Account					644.18	707.24
					$68,600.77	$70,076.22

NOTED

Gross Revenue	$70,076.22
Total Cost	68,600.77
Net Profit	$ 1,475.45

Net Profit Equals 2.1% of Gross Revenue

Hilgard Jct.-Red Bridge
Contract #3375

Detail of Cost

Labor:

Supervision		$3,000.00	
Labor		20,616.46	
Labor Insurance		1,487.84	
			$25,104.30

Materials:

6" Perf. Corr. Metal Pipe and Fittings	120	Lin. Ft. at	$1.30	$ 156.15	
48" Corr. Metal Pipe	52	" " "	10.96	569.92	
48" " " Bands	3	"	10.66	31.98	
60" " " Pipe	60	" " "	17.23	1,033.80	
60" " " Bands	3	"	29.92	89.76	
36" Arch Type Metal Pipe	64	" " "	7.45	476.80	
36" " " " Band	1	"	7.75	7.75	
18" Concrete Pipe	345	" " "	1.80	621.00	
24" " "	84	" " "	2.70	226.80	
					3,213.96

Equipment Rentals & Misc. Supplies:

Equipment Rental (Owned)	$16,854.20	
" " (Hired Fully-operated)	11,144.83	
Gas, Oil and Grease	4,332.04	
P.U.C.	16.57	
P.L. & P.D. Insurance	185.60	
Home Office & Overhead	2,160.03	
Move In, Freight & Cartage	2,229.04	
Bond	532.53	
Explosives & Drill Steel	1,860.17	
Small Tools & Misc. Supplies	967.50	
		40,282.51

Total Cost $68,600.77

Hilgard Jct.-Red Bridge
Contract #3375

Remarks:

This was a "Federal Aid Secondary Project" for grading and topping of 6.16 miles of highway on the Hilgard Junction-Red Bridge Section of the Starkey Secondary Highway in Union County.

This project was bid and awarded July 11th, 1950, work started July 24th, and completed December 8th, 1950.

The contractor started clearing July 24th, 1950 with a D-8 cat and dozer and one D-4 cat and dozer and a crew of 5 to 7 men. The clearing was completed in two weeks. The clearing consisted of several large pine trees and small brush. A nice profit was realized on the clearing.

The grading was started July 31st, with one D-8 cat and scraper, one D-4 and dozer, one 3/4 cu. yd. Northwest shovel and three 6 cu. yd. hired trucks, one 210 compressor and two jackhammers. The dirt and part of the loose rock was moved with the D-8 cat and scraper. The solid rock was drilled and blasted and moved with a 3/4 cu. yd. shovel and hauled with three 6 cu. yd. trucks. A D-4 cat and dozer was used on the fill. A small profit was realized on the grading.

The selected roadbed topping was secured from specified State pits. One pit was located on the northerly side of and approximately 0.2 mile distant from the highway at new M.P. 4.07, the second pit located on the northerly side of and adjacent to the highway at new M.P. 6.12. The material was loaded with a 3/4 cu. yd. shovel into three 6 cu. yd. trucks and hauled to the road, and the material was handled on the road with a blade. The contractor also used a D-8 cat and carryall to haul and place topping for approximately a week. The hauling and placing of the topping was hampered by cold and wet weather. At times it was difficult due to the wet subgrade for the contractor's equipment and traffic to get through, which increased the cost of the topping.

The contractor had fair bid prices, good equipment and personal supervision, but inclement weather in the fall slowed up progress, and only a small profit was realized.

E. H. Clymer
Chief Cost Analyst

By . . George Kayser

RECEIVED

FOR FILING

2-5, (2)

3375

June 26, 1951

Basche-Sage Hardware Co.

Baker, Oregon

Attention: J. E. Durr, Credit Manager

Gentlemen:

St. Paul-Mercury Indemnity Company through their agent, Tromp and McKinley Agency, 43 West Broadway, Eugene, Oregon, furnished the performance bond for Groesbeck and Hickson on State Highway Contract No. 3375 for grading and topping the Hilgard Junction-Red Bridge Section of the Starkey Secondary Highway in Union County. This contract was completed on December 8, 1950, and accepted by the Highway Commission on December 19, 1950.

Although the six months' period has elapsed following completion and acceptance of the contract, we are attaching for what value it may be to you an excerpt from the Oregon Laws pertaining to claims in connection with state highway contracts. We are assuming, however, that the amount owed to you is in connection with a highway contract.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By__________________________
Acting Secretary

FAQ:md
Enc.

BASCHE-SAGE HARDWARE CO.
AUTOMOTIVE · FARM · PLUMBING · MINE AND MILL SUPPLIES
WHOLESALE AND RETAIL
SHELF AND HEAVY HARDWARE
BAKER, OREGON

June 22, 1951

Oregon State Highway Commission
Salem, Oregon

3375

Gentlemen:

Will you kindly advise the bonding company who handled the state job of Grossbeck and Hickson in Union County this year.

We are desirous of contacting them in regard to an account we have with this concern which was never paid.

Yours very truly,

BASCHE SAGE HARDWARE COMPANY

J. E. Durr
J. E. Durr
Credit Manager

JED/rmd

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1951
FOR FILING

8-57(2)

3375

OREGON STATE HIGHWAY COMMISSION
(date)
June 21, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3375	7-final	Groesbeck & Hickson

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9862	R-18020	$ 2,715.20	June 21, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: December 15, 1950

Time Extensions: None needed

Completion Date: December 8, 1950

Date Accepted: December 19, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-2-51

To the Accounting Division:

NOTED ON CARD

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary
By Floyd Query
acting Secty

Warrant Mailed: JUL 2 1951
aawuhlander

RECEIVED
MAY 31 1951
FOR FILING

1-37(a)

3375

May 29, 1951

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, Calif.

Gentlemen:

State Highway contract No. 3375, for grading and topping on the Hilgard Junction-Red Bridge Section of the Starkey Secondary Highway in Union County, was completed by the contractor, Groesbeck & Hickson, on December 8, 1950 and was formally accepted by the Highway Commission on December 19, 1950.

Final payment in the amount of $2,715.20 will be made to the contractor on or after June 8, 1951. The total contract amount is $70,076.22, of which amount $707.24 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tromp & McKinley Agency
43 W. Broadway
Eugene, Oregon

[illegible]

[illegible]

RECEIVED
MAR 29 1951
FOR FILING

[illegible]-59 (2)

3375

March 29, 1951

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to make semi-final final payment to Groesbeck & Hickson on contract No. 3375, for grading and topping on the Hilgard Junction-Red Bridge Section of the Starkey Secondary Highway in Union County. This payment, in the amount of $3,125.21, will be made on or after April 9, 1951. The retained percentage is $2,083.33.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tromp & McKinley Agency
43 W. Broadway
Eugene, Oregon

Form E-1—5M—1-48

1574 (2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 16, 19 50

Section Hilgard Junction-Red Bridge

Kind of work Grading and Topping

Highway Starkey Secondary

Section prefix 131-1022

Contractor Groesbeck and Hickson

Contract number 3375

Date of Contract July 11, 19 50

Date of completion December 15, 19 50

Date work started July 24, 19 50

Estimated date of completion December 8, 19 50

Amount of contract . . . . . . $ 71,004.50

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 80,000

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 5900, 8.3 %

Date project was completed December 8, 19 50

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Over project Thursday morning December 14 with Mr. Schwiesow, PRA Engineer.

Field party on remeasure.

2 men in office on final calculations.

Will not send in any more weekly reports until final estimate is submitted.

RECEIVED
DEC 18 1950
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
[illegible]

NOTED
B. A. MARTIN

Signed O. D. Conner, Resident Engineer

Address P. O. Box 908, La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING ~~XXXXXX~~ Topping	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.17				
Miles partially completed					
Miles completed	6.17				
Total estimated quantities	113,000	19,300			
Estimated quantities moved or placed to date	113,000	19,300			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	overcast-rain		
Tuesday	overcast		
Wednesday	overcast-fog		
Thursday	rain		
Friday	showers		
Saturday			

RECEIVED
DEC 18 1950
FOR FILING

S 57 (2)

December 14, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on December 8, 1950 on Contract No. 3375, Hilgard Junction-Red Bridge Section, in connection with Federal Aid Project No. S-57 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc: John Cattrall
[illegible]

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S-57(2)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 3, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-57(2)
Hilgard Junction-
Red Bridge Section

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

141

State Oregon

Federal Aid Secondary

Project No. S-57(2)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of September, 1950 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 3rd day of June, 1949, a program, which was approved on the 12th day of August, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 14th day of June, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-four thousand and 00/100 dollars ($44,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 81+00 in the NW 1/4, Section 6, T-3-S, R-37-E, W.M., and survey station 406+90 in the NE 1/4, Section 20, T-3-S, R-36-E, W.M., except stations 219+50 to 239+50, 253+80 to 254+10, and 278+47 to 278+70, length 5.784 miles, in Union County, being Oregon Federal Aid/Secondary project No. S-57(2), consisting of 5.784 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11870-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-four thousand and 00/100 dollars ($44,000.00), which does not exceed the authorized Federal pro rata share of seventy-three thousand two hundred fourteen and 35/100 dollars ($73,214.35), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
H W Gearin Jr
SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By M.A. Mc[illegible]

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

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★ SEP 21 [illegible]

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FOR FILING

S-57(2)

August 24, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Hilgard Jct.-Red Bridge Section, Project No. S-57 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM:cw

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-57 (2)

HILGARD JUNCTION-RED BRIDGE SECTION OF THE STARKEY HIGHWAY IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 9, 1950

Type Code 2010
Roadway (Sta. 81+00 to 219+50) (Sta. 239+50 to 406+90)

All Required		Clearing and Grubbing (90%)		$ 4,887.00
120	cu. yds.	Structural Excavation, Unclassified	$ 3.00	360.00
100	cu. yds.	Trench Excavation, Unclassified	1.50	150.00
112,300	cu. yds.	General Excavation, Unclassified	0.33	37,059.00
242,000	yd. sta.	Short Overhaul	0.01	2,420.00
5,900	C-yd. sta.	Long Overhaul	0.40	2,360.00
5.78	miles	Finishing Roadbed and Slopes	400.00	2,312.00
50	lin. ft.	48" Corrugated Metal Pipe	15.00	750.00
60	lin. ft.	60" Corrugated Metal Pipe	23.00	1,380.00
30	lin. ft.	36" Arch Type Corr. Metal Pipe	11.00	330.00
150	lin. ft.	18" Concrete Pipe	2.95	442.50
60	lin. ft.	24" Concrete Pipe	5.05	303.00
180	lin. ft.	Salvaging Culvert Pipe	2.00	360.00
19,300	cu. yds.	Selected Roadbed Topping	0.45	8,685.00
22,000	yd. mi.	Hauling Roadbed Topping	0.18	3,960.00
400	M-gal.	Sprinkling	2.00	800.00
			Subtotal	$66,558.50
			10% Engr. & Cont.	6,655.85
			Total	$73,214.35

Length of Roadway	5.784 miles
Length of Bridges (Except.)	.010 miles
Total Length	5.794 miles
Cost per mile, Roadway	$12,658.08

Federal Secondary Funds- -	$44,000.00
State Funds- -	29,214.35
	$73,214.35

State Funds for Constr.: Chap. 175, laws 1917: Chap. 31, laws 1920: Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

June 7, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and one copy of program change to accompany the plans and specifications for the Hilgard-Red Bridge Section, Project No. 3-57 (2).

Six bid proposals and one set of full size plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM:cw

Oregon State Highway Department

Federal Aid Secondary
Project No. S-57 (2)

HILGARD JUNCTION-RED BRIDGE SECTION OF THE STARKEY HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 7, 1950

Type Code 2010
Roadway (Sta. 81+00 to 219+50) (Sta. 239+50 to 406+90)

All Required		Clearing and Grubbing (90%)		$ 1,800.00
120	cu. yds.	Structural Excavation, Unclassified	$ 2.50	300.00
100	cu. yds.	Trench Excavation, Unclassified	2.50	250.00
112,300	cu. yds.	General Excavation, Unclassified	0.35	39,305.00
242,000	yd. stas.	Short Overhaul	0.02	4,840.00
5,900	C-yd. Stas.	Long Overhaul	0.40	2,360.00
5.78	miles	Finishing Roadbed and Slopes	500.00	2,890.00
50	lin. ft.	48" Corrugated Metal Pipe	15.00	750.00
60	lin. ft.	60" Corrugated Metal Pipe	22.00	1,320.00
30	lin. ft.	36" Arch Type Corr. Metal Pipe	15.00	450.00
150	lin. ft.	18" Concrete Pipe	3.50	525.00
60	lin. ft.	24" Concrete Pipe	5.00	300.00
180	lin. ft.	Salvaging Culvert Pipe	1.50	270.00
19,300	cu. yds.	Selected Roadbed Topping	0.50	9,650.00
22,000	yd. mi.	Hauling Roadbed Topping	0.15	3,300.00
400	M-gal.	Sprinkling	3.00	1,200.00
			Subtotal	$69,510.00
			10% Engr. & Cont.	6,951.00
			Total	$76,461.00

Length of Roadway	5.784 miles
Length of Bridges (Except.)	0.010 mile
Total Length	5.794 miles
Cost per mile, Roadway	$13,219.39

Federal Secondary Funds- -	$47,000.00
State Funds- -	29,461.00
	$76,461.00

HILGARD JUNCTION-RED BRIDGE SECTION

PROJECT NO. S-57 (2)

While negotiations for rights of way are in progress nine parcels have not been acquired nor has the right to occupy and use these parcels been secured but it is now believed that all necessary rights of way or rights of entry can be made fully available within twenty days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

June 7, 1950

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

June 7, 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State)　Postwar Secondary Federal Aid Highway Program (Previous program)　August 12, 1949 (Date of approval)

COUNTY Union　Second Supplemental　Route No. FAS-481

	ITEM No.	PROJECT No.	TERMINI	PROJECT COST				LENGTH MILES	CHARACTER OF PROPOSED WORK
				Class of Work	Total Cost	Federal Funds	State Funds		
ITEM AS NOW PROGRAMED	97	S-57 (2)	Hilgard Jct.-Southwest 4 miles	Survey-Plans					Gr., Dr., 2-lane low type surfacing
				Right-of-Way					
				Construction	80,000	47,000	33,000		
				TOTAL	80,000	47,000	33,000	4.00	
REQUESTED REVISION	97	S-57 (2)	Hilgard Jct. to Red Bridge	Survey-Plans					Gr., Dr., 2-lane low type surfacing
				Right-of-Way					
				Construction	76,461	47,000	29,461		
				TOTAL	76,461	47,000	29,461	5.784	

Program Balance of ______ funds subsequent to approval of this and previously recommended changes is $______

Program Revision Request

Date June, 1950

By ______
Asst. (State Highway Engineer)

Reason for change: Sufficient funds programmed to carry construction an additional 1.8 miles, resulting in a shorter unimproved section between the previous project, S-57 (1) and end of present project.

Recommended: ______ (Division Engineer) ______ (Date)

Recommended for Approval: ______ (District Engineer) ______ (Date)

Approved: ______ (Acting Commissioner) ______ (Date)

U. S. GOVERNMENT PRINTING OFFICE 10—61030-1

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FOR FILING
S-57(2)
3375

August 7, 1950

Groesbeck & Hickson
939 Polk Street
Eugene, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3375, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Grading and Topping on the Hilgard Junction-Red Bridge Section of the Starkey Secondary Highway in Union County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

Recorded 8/7, 46

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JUL 3[illegible] 1950
FOR FILING

S-57(2)

Fy

July 25, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on July 24, 1950 on Contract No. 3375, Hilgard Junction-Red Bridge Section, in connection with Federal Aid Project No. S-57 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

DBP:gm

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JUL 13 1950
FOR FILING

& 57(2)

3375

July 13, 1950

Groesbeck & Hickson
939 Polk Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you Contract No. 3375 grading and roadbed topping on the Hilgard Junction-Red Bridge Section of the Starkey Secondary Highway in Union County. This award was based on your low bid of $71,004.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

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JUL 13 1950
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

S-57(2)

July 11, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. S-57(2), Hilgard Junction-Red Bridge Section of the Starkey Secondary Highway, to Groesbeck & Hickson, Eugene, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

June 28, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The program change in Item 97, Project S-57(2), second supplement Oregon Postwar Federal Aid Secondary Highway Program dated June 3, 1949 is approved effective June 20, 1950.

This action was taken in response to your request for approval of individual project program change dated June 6, 1950.

The item will now appear on the program as follows:

Item	97
County	Union
Project No.	S-57(2)
Federal Aid Secondary Route	477
Termini:	Hilgard Junction to Red Bridge
Construction Cost:	
Total	$76,461
Federal Funds	47,000
State Funds	29,461
Length	5.784 Mile
Character of Work Proposed	Grading, draining, 2 lane low type surfacing.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JUN 23 1950
FOR FILING
OREGON DISTRICT

MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

June 14, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-57(2), Hilgard Junction-Red Bridge Section of the Starkey Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights-of-way or rights-of-entry have been obtained and subject to approval of program revision submitted June 7, 1950.

The necessary number of copies of the executed railroad easement agreement should be forwarded prior to submission of project agreement estimate..

Very truly yours,

T.M. DAVIS
District Engineer

CGPolk
By: C.G. Polk
Senior Highway Engineer

RECEIVED
APR 10 1950
FOR FILING

April 7, 1950

Oregon State Highway Commission

Gentlemen:

I attach hereto a sketch map showing relocation of the Starkey Secondary Highway between Hilgard Junction and Red Bridge.

This line follows very closely the existing alignment but provides the elimination of several sharp curves. We have an appropriation of $80,000.00 in the 1950-51 postwar program for construction on this highway. It is found that we can construct 6.2 miles of this section with the available funds, which leaves approximately 2.0 miles yet to be constructed to complete the section between the junction with the Old Oregon Trail Highway and Red Bridge. The right-of-way costs will be nominal on this section and there are only three buildings on the proposed additional right of way.

It is recommended that this location be adopted and that authority be granted to acquire the right of way and call for bids on that portion of the section above-mentioned.

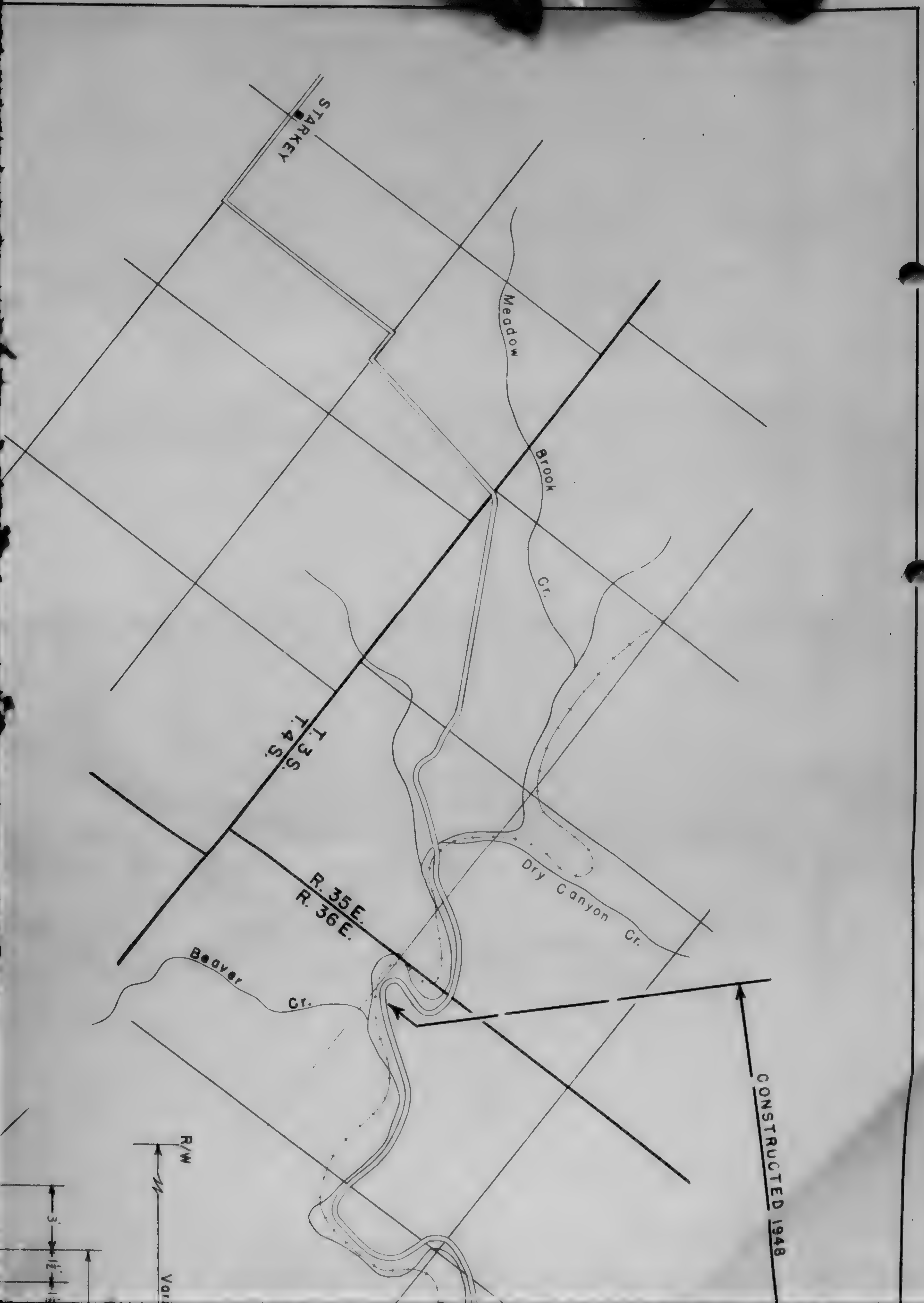
Very truly yours,

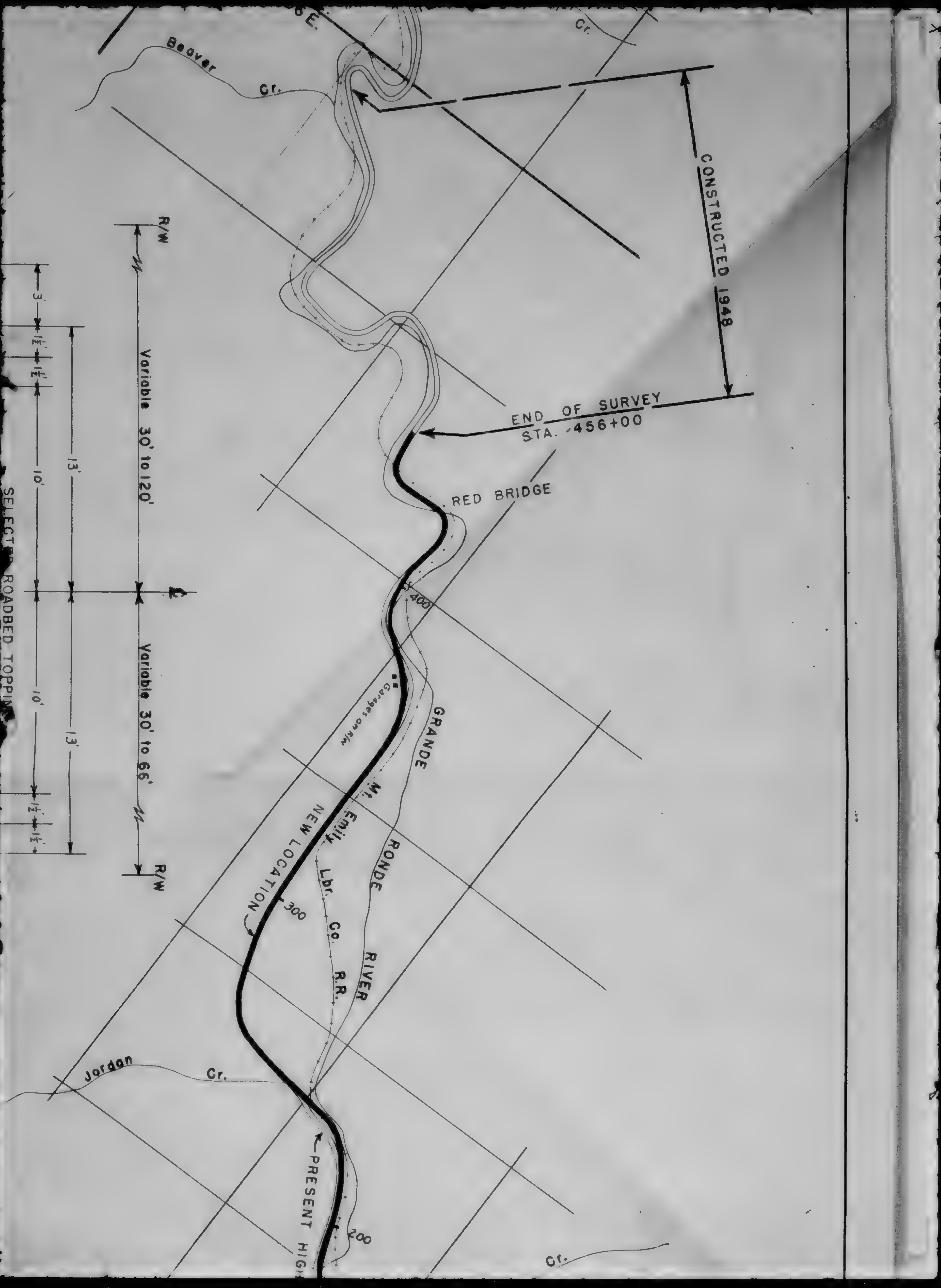
R. H. Baldock
State Highway Engineer

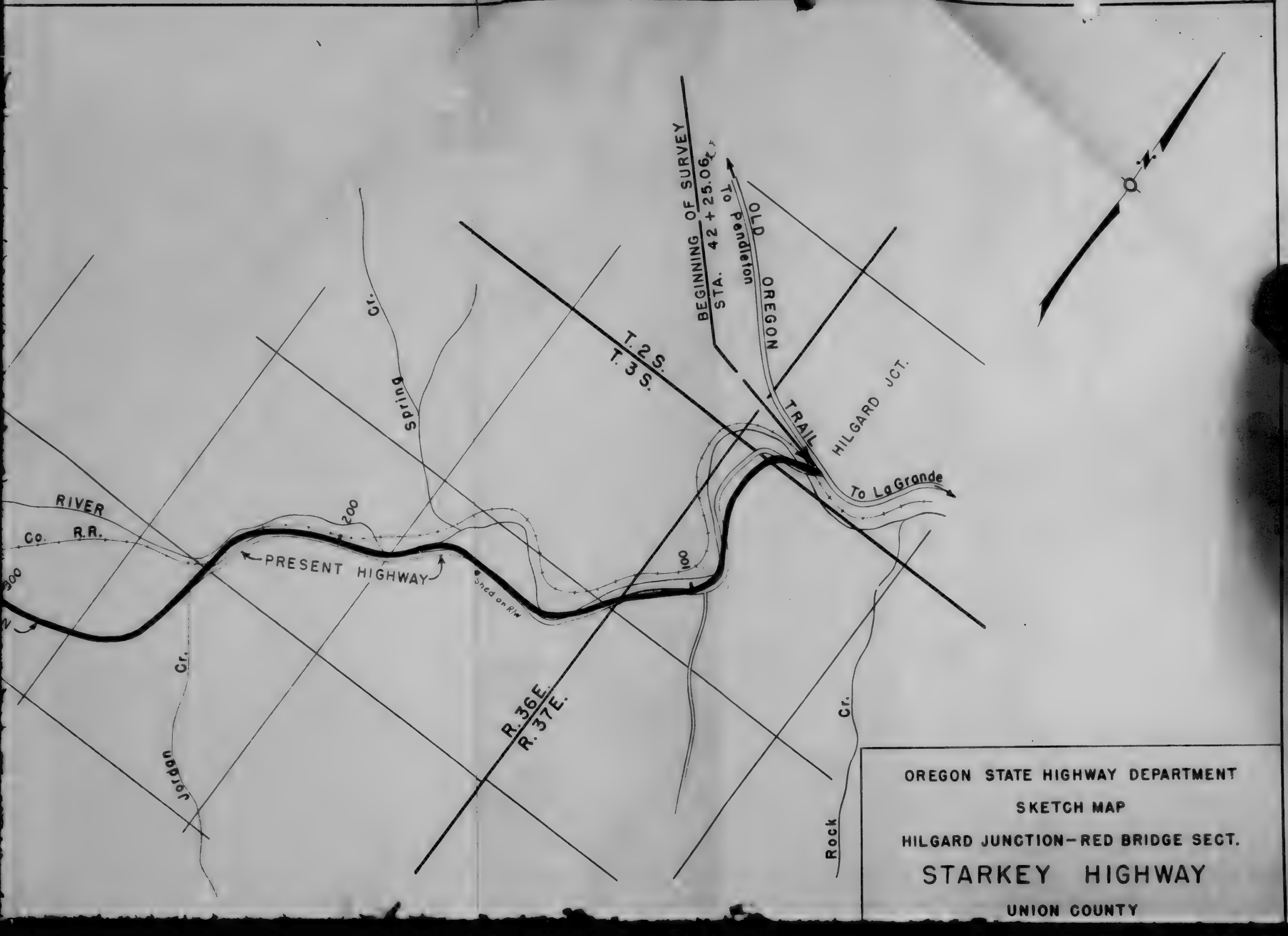
Enclosure

cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. Forrest Cooper

: :bl


STARKEY
Meadow
Brook
Cr.
Dry Canyon Cr.
T. 3 S.
T. 4 S.
R. 35 E.
R. 36 E.
Beaver Cr.
CONSTRUCTED 1948
R/W
3'
1½'
1
Va


Beaver Cr.
Cr.
CONSTRUCTED 1948
END OF SURVEY
STA. 456+00
RED BRIDGE
400
Garages on R/W
GRANDE
RONDE
RIVER
Mt. Emily Lbr. Co. R.R.
NEW LOCATION
300
Jordan Cr.
PRESENT HIGH
200
Cr.
R/W
Variable 30' to 120'
Variable 30' to 66'
℄
13'
10'
3'
1½'
SELECT ROADBED TOPPIN


BEGINNING OF SURVEY
STA. 42 + 25.06
To Pendleton
OLD OREGON TRAIL
HILGARD JCT.
To La Grande
T. 2 S.
T. 3 S.
R. 36 E.
R. 37 E.
Spring Cr.
RIVER
Co. R.R.
PRESENT HIGHWAY
Shed on R/W
300
200
100
Jordan Cr.
Rock Cr.
N

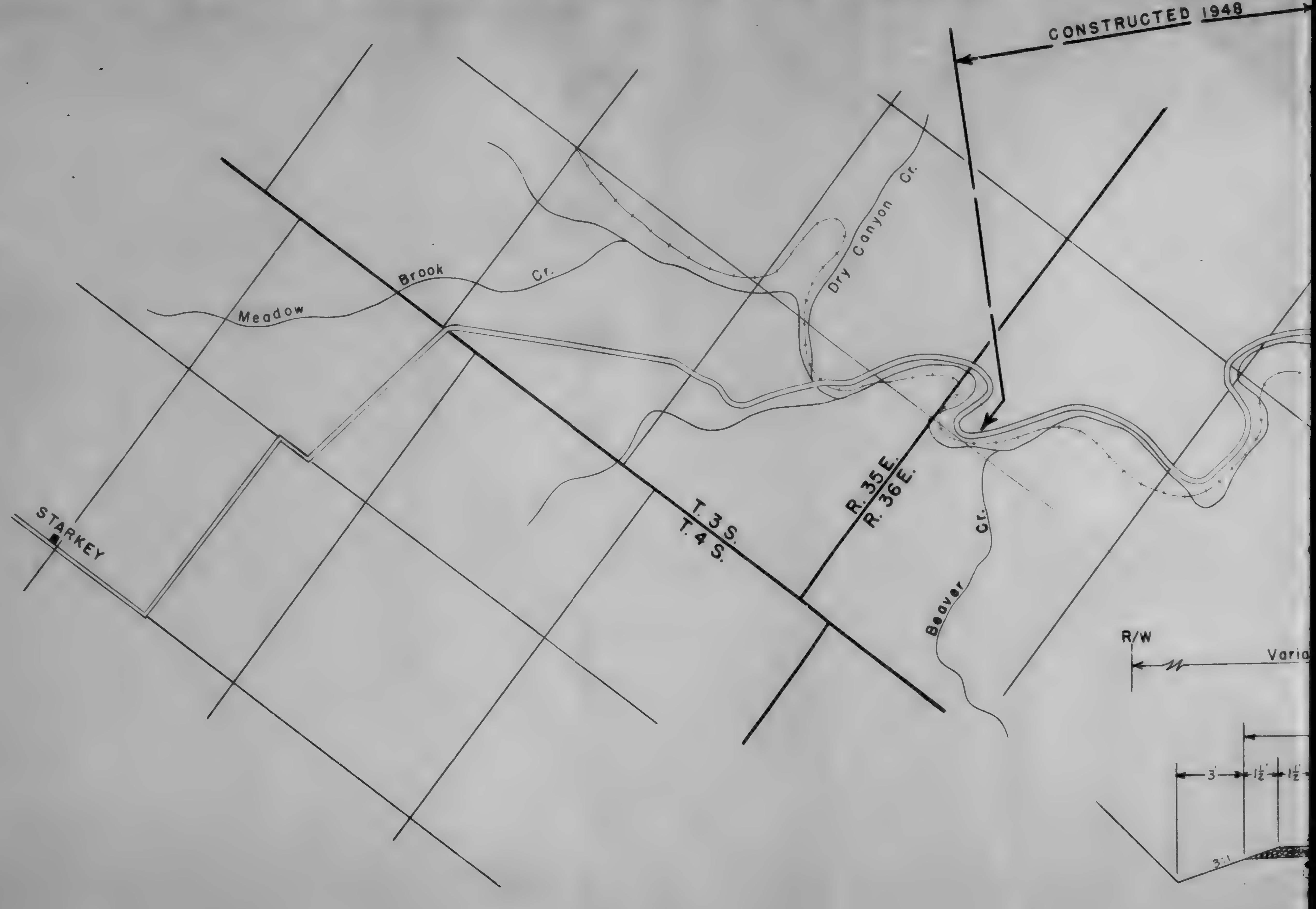
OREGON STATE HIGHWAY DEPARTMENT

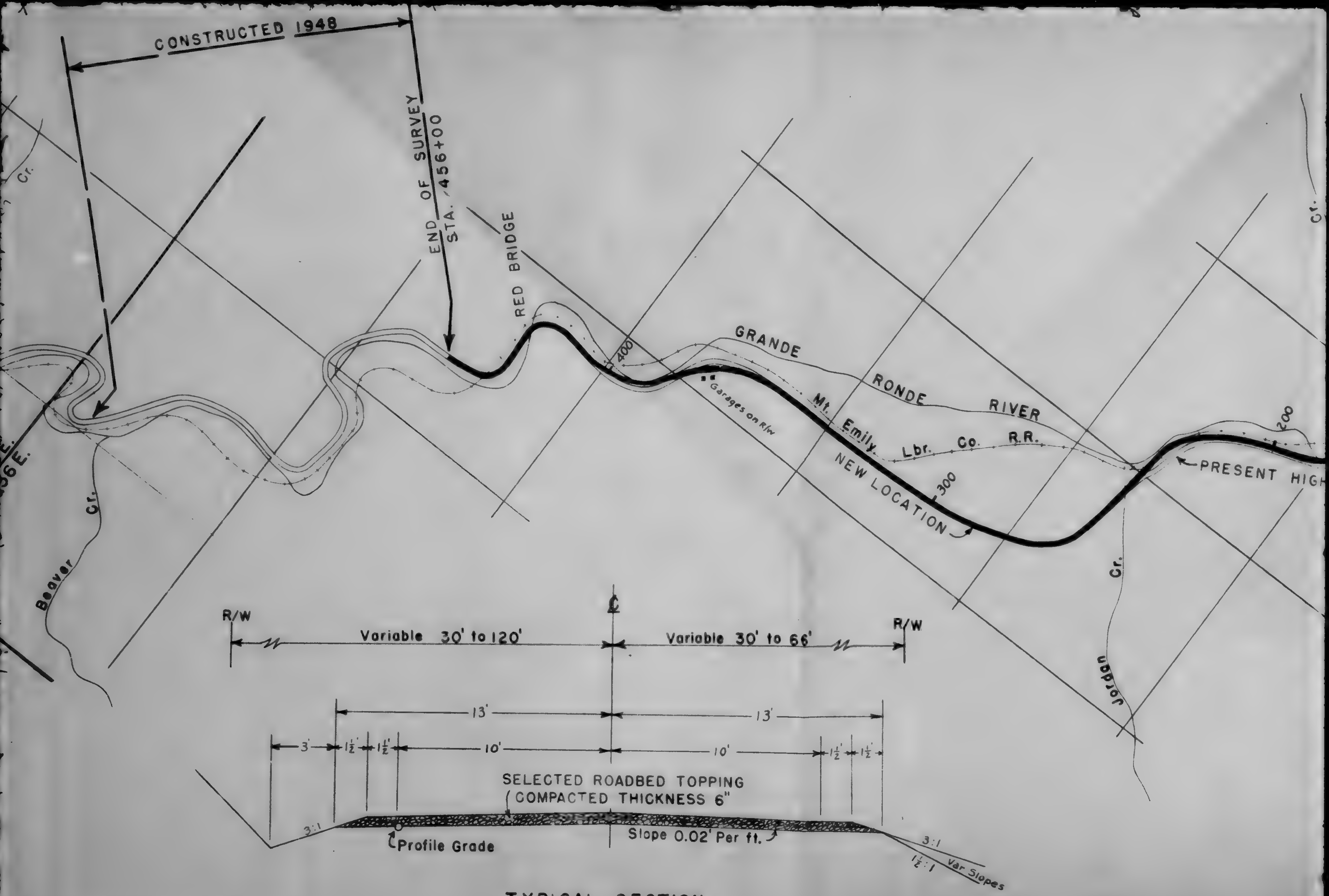
SKETCH MAP

HILGARD JUNCTION–RED BRIDGE SECT.

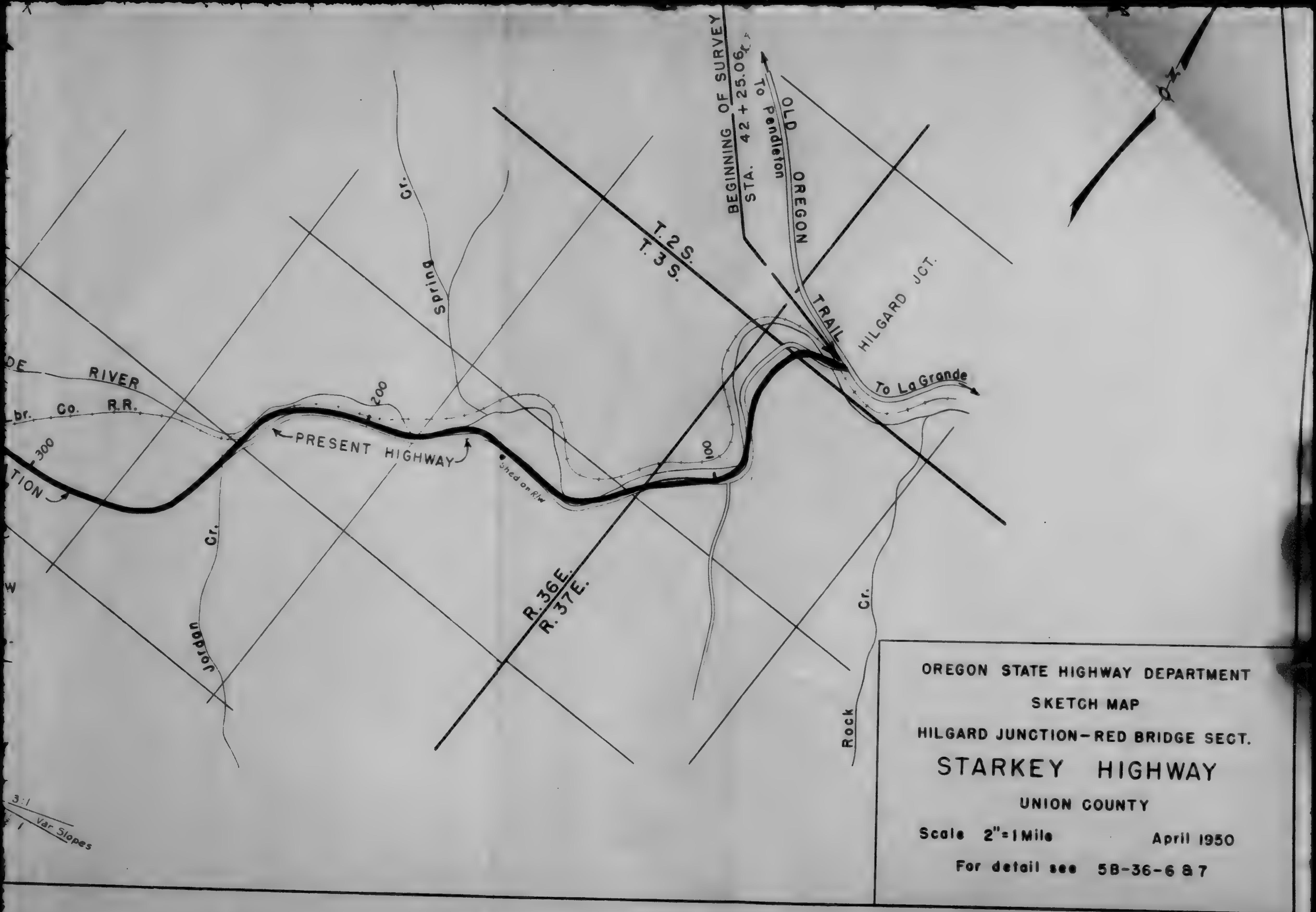
STARKEY HIGHWAY

UNION COUNTY


CONSTRUCTED 1948
Dry Canyon Cr.
Brook
Cr.
Meadow
STARKEY
T. 3 S.
T. 4 S.
R. 35 E.
R. 36 E.
Cr.
Beaver
R/W
Varia
3'
1½'
1½'
3:1


CONSTRUCTED 1948
END OF SURVEY
STA. 456+00
RED BRIDGE
GRANDE
RONDE
RIVER
Mt. Emily Lbr. Co. R.R.
Garages on R/W
NEW LOCATION
400
300
200
PRESENT HIGH
Beaver Cr.
Jordan Cr.
Cr.
Cr.
GE.
R/W
R/W
Variable 30' to 120'
Variable 30' to 66'
13'
13'
3'
1½'
1½'
10'
10'
1½'
1½'
SELECTED ROADBED TOPPING
COMPACTED THICKNESS 6"
3:1
Profile Grade
Slope 0.02' Per ft.
3:1
1½:1
Var Slopes

TYPICAL SECTION


DE RIVER
br. Co. R.R.
300
TION
PRESENT HIGHWAY
200
Spring Cr.
Jordan Cr.
Shed on R/W
100
R. 36E.
R. 37E.
T. 2 S.
T. 3 S.
BEGINNING OF SURVEY
STA. 42 + 25.06
To Pendleton
OLD OREGON TRAIL
HILGARD JCT.
To La Grande
Rock Cr.
3:1
Var. Slopes

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

HILGARD JUNCTION–RED BRIDGE SECT.

STARKEY HIGHWAY

UNION COUNTY

Scale 2"=1 Mile April 1950

For detail see 5B-36-6 & 7

32-1111 Enterprise (Highway & City Sts.) 1950
Project on the Wallowa Lake Hwy.
and on Park & Alamo Streets in
Enterprise

#3376

RECEIVED
1951
FOR FILING

July 10, 1951

Continental Casualty Company
405 California Street
San Francisco, California

Attention: Mr. George F. Finster

Gentlemen:

Reference is made to the claim of William L. Bennett against Russell Olson Construction Co. for work performed for Mr. Olson in connection with Oregon State Highway contracts. You will recall that Mr. Bennett's original claim was in the amount of $3,777.64.

I am now in receipt of a certificate from Mr. Bennett stating that the claim has been settled in full for the sum of $2,520.22. Attached is a copy of the statement.

A check of our records discloses no outstanding claims whatsoever against Mr. Olson's work with this department. It therefore will be in order for you to return to Russell Olson Construction Co. the collateral that was deposited with you as a guaranty for the payment of claims arising out of Mr. Olson's work. It is my understanding that this deposit is a check in the amount of $[illegible],857.[illegible].

Thank you for your attention in this matter, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
Enc.

cc: Russell Olson Construction Co.
F. A. Query
M. H. Hawke

NOTED ON CARD

ENDLETON 2506

P. O. BOX 272

RUSSELL OLSON
CONSTRUCTION CO.
STANGIER BROTHERS BUILDING
PENDLETON OREGON

3276

July 6, 1951

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

We enclose herewith copy of release signed by William L. Bennett releasing the Russell Olson Construction Co. and the State of Oregon against all claims of whatever nature.

The First National Bank of Fallon, Nevada, the party that obtained this release was instructed to forward this release to you, but in the event they have not done so we are sending a copy to you.

It will be greatly appreciated if you will notify the Continental Casualty Company, 465 California Street, San Francisco, California, Attention: Mr. George P. Finster that this matter has been settled and that they are therefor released on their bond running to the State of Oregon, the State Highway Commission, its Officers and its Agents.

This is necessary in order that we may obtain from the Continental Casualty Company the collateral deposited with them.

Yours very truly,

RUSSELL OLSON CONSTRUCTION CO.

By Russell Olson

NOTE TO Con. Co's
DATE 7-10

Mrs Lewis
note on all cards.

RECEIPT

THIS IS TO CERTIFY, That I have received from Russell Olson d.b.a. Russell Olson Construction Co. the sum of $2520.22 in full settlement of all claims against Russell Olson, Russell Olson Construction Co. and the State of Oregon on account of work done by me on subcontract or otherwise for Russell Olson and the Russell Olson Construction Co.

DATED June 26, 1951.

William L. Bennett
William L. Bennett

Please
copy &
return 2 copies

RECEIVED
1 6 1951
FOR FILING

22-1111

3576

file

June 15, 1951

Russell Olson Construction Co.
Stangier Bros. Building
P. O. Box 272
Pendleton, Oregon

REGISTERED MAIL

Gentlemen:

I am returning you you herewith Cashier's Check No. 37416 on the Pendleton Branch of The First National Bank of Portland. The check is dated November 17, 1950, and is made payable to the order of Tinneman, Bridgeford & Rainey, in the amount of $1,920.22.

The check is returned to you for cancellation and to have another check issued payable to the order of William L. Bennett, and you will forward the new check, together with an additional check in the amount of $600, making a total of $2,520.22, which I understand is the amount that you have agreed to pay Mr. Bennett in settlement of all of his claims against you. Please secure from Mr. Bennett a simple statement to the effect that his claims against you have been satisfied in full. Receipt of such a statement in this office will clear the record of Mr. Bennett's claim.

In Mr. Raley's letter of June 6, 1951 to Messrs. Tinneman, Bridgeford & Rainey, he mentions an additional check of $1,857.42. I know nothing whatsoever about such a check, but I do have in my possession a bond signed by yourself as principal and the Continental Casualty Co., as surety, guaranteeing payment of such an amount if the final determination was that you owed Mr. Bennett such sum over and above $1,920.22.

I trust that the solution of this matter meets with your satisfaction. I have consulted with Mr. J. M. Devers, the Highway Commission's Chief Counsel regarding it, and I am following the arrangement in conformity with his advice.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
F. Query
cc: Raley, Kilkenny & Raley
Attorneys at Law
101 S. E. Byers Ave.
Pendleton, Oregon
Attention: Mr. J.R. Raley

RECEIVED
FOR FILING

file

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 Southeast Byers Avenue

PENDLETON, OREGON

239 - Air Mail

June 6, 1951

Messrs. Tinneman, Bridgeford & Rainey
333 Montgomery Street
San Francisco, California

Attention: C. J. Scollin

Gentlemen:

Re: Russell Olson Construction Co. -
William Bennett claim

On Decemter 1st we wrote to Mr. Dan Flood of the Continental Casualty Company and sent you a copy of our letter relative to this and other claims. On last evening Mr. Bennett and Mr. Olson completed the settlement of the Bennett claims in full for the sum of $2,520.22. The original settlement agreement, signed by both parties, is enclosed to you herewith. You received Cashier's Check on this account for the sum of $1,920.22 which, we are informed, has been sent to the State Highway Department and additional check later through the same course for $1,857.42, making a total of $3,777.64, which was the total amount of Bennett's claim.

We wish you would get in touch with Mr. George F. Finster of the Continental Casualty Company, 465 California Street, San Francisco, California, to whom we are sending a copy of this letter, and let him arrange to get the money deposited with the state released, sending to the First National Bank at Fallon, Nevada, the $2,520.22 which is due Bennett according to the settlement, sending at the same time such release as will fully satisfy you and the State of Oregon and the bonding company. And when your claims and the claims of the bonding company are fully satisfied, send the balance of the deposit directly to the Russell Olson Construction Co. at Pendleton, Oregon.

None of us here seem to know just the procedure to to through in order to get this money properly released and Bennett paid, but we are of the opinion that your office and Mr. Finster will know how to go about it.

COPY

Mr. Bennett has gone back to Nevada and is fully satisfied with the settlement and will sign any necessary papers in order to get the money released. And under the terms of the enclosed agreement you will see that we have fifteen days in which to complete this settlement.

If there is anything else you need from here or any additional assistance which we can give you, please write us Air Mail so that the claim may be out of the way, the settlement completed and Mr. Olson receive the balance of his deposit.

Yours truly,

RALEY, KILKENNY & RALEY

By /s/ J. R. Raley

Enc. .

cc: Mr. George F. Finster
Manager Bond Department
Continental Casualty Company
465 California Street
San Francisco, California

Mr. C. A. Melhorn
Stangier Bros. Building
Pendleton, Oregon

Oregon State Highway Commission
Salem, Oregon
Attn: Mr. Glaisyer

Mr. Dan Flood
c/o Continental Casualty Company
409 Wilcox Building
Portland, Oregon

RECEIVED
MAR 1 - 1951
FOR FILING

22-1111

February 28, 1951

Mr. Russell Olson
c/o Russell Olson Construction Company
Post Office Box 272
Pendleton, Oregon

Dear Mr. Olson:

I have just returned from the meeting of the Highway Commission to find on my desk your letter of February 23 inquiring regarding payment of the retained percentage on your Contract No. 3376 for the Enterprise improvement.

I have checked with the Auditor and find that the payment that was made to you on February 1 in the amount of $1,190.76 includes the retained percentage of $986.76. The difference between the amount mentioned in your letter and the amount of the payment is made up of the following items:

An increase of $219.60 which represents a cement adjustment
A reduction of 15.60 for concrete curbs.

Net increase of 204.00, which added to the $986.76 makes the total final payment, including the retained percentage, of $1,190.76.

With kindest regards,

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

P. O. BOX 272

RUSSELL OLSON
CONSTRUCTION CO.
STANGIER BROTHERS BUILDING

PENDLETON OREGON

February 23, 1951

Mr. H. B. Glaisyer
Oregon State Highway Commission
Salem,
Oregon

Dear Herb:

Can you find out for me when I can expect payment of the retained percentage on the Enterprise Job, Contract No. 3376.

The final estimate was prepared November 6, 1950 and we received payment on this February 1, 1951. However, there is still $986.76 retained on this job which we haven't received yet.

Yours sincerely,

Russell Olson

ANSWERED
H. B. GLAISYER

sent Feb 1
1090.76 — includes 986.76 [illegible]
Warrant 5336
204.00) [illegible] 15.60 [illegible]

RECEIVED
FOR FILING

32-1111

3376

files

February 5, 1951

Tinnemann, Bridgeford & Rainey
Insurance Brokers
333 Montgomery Street
San Francisco, California

REFERRED TO *Gueny* BY SECRETARY

[illegible] see check

Attention: F. C. Rainey

Gentlemen:

This is to acknowledge receipt of your letter of January 29, 1951, transmitting a check in the amount of $1,920.22 covering the claim of William E. Bennett against Russell Olson, arising out of state highway contract work in this state. We are holding it pending further developments.

check is in saf 3/5/51

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ds

Mrs Lewis

FOR FILING

33 1111

3376

Salem, Oregon
January 30, 1951

Contract 3376, Final Payment
Russell Olson

Memorandum
M. H. Hawke, Auditor

On November 30 we wrote a letter requesting that final payment be withheld on Contract No. 3376 awarded to Russell Olson Construction Company until we had evidence that claims filed against this contract had been satisfied.

We have now received a bond from Mr. Olson covering the difference of the amount in dispute between Mr. Olson and Mr. Bennett; therefore, the final payment on Contract 3376 may now be released.

Secretary

FAQ:md

NOTED ON CARD

[illegible]

[illegible]

Contract 3376 Enterprise City [illegible] — $804.22

Contract 324-0 [illegible] [illegible] — $1353.43

Contract 3220 - [illegible] [illegible] — $809.42

Contract 3206 [illegible] [illegible] $810.57

804.22
1353.43
809.42
810.57

3777.64
[illegible]

185[illegible].43

Tinnemann, Bridgford & Rainey
Insurance Brokers
333 Montgomery Street
San Francisco
GArfield 1-7247

January 29, 1951

VIA AIR MAIL

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Glaisyer,
Secretary

Re: Russell Olson vs. William L. Bennett

Gentlemen:

Enclosed is certified check in the amount of $1,920.22 which Mr. Russell Olson has asked us to forward to you pending settlement of dispute between Mr. Olson and Mr. Bennett.

Very truly yours,

TINNEMANN, BRIDGFORD & RAINEY

BY: Frank C. Rainey

Check 37416 on Pendleton Br
1st Nat Bank of Portland
for $1920.22 placed in safe
1-31-51 F Quinn

FCR:EZ
Enclosure

CC: MR. RUSSELL OLSON

ACKNOWLEDGED
H. B. GLAISYER

RUSSELL OLSON
Construction Co.
Stangier Brothers Building
Pendleton Oregon

January 27, 1951

COPY

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary
Re: Claims of William L. Bennett

Gentlemen:

We have this day notified Tinnemann, Bridgford & Rainey of San Francisco to send you $1,920.22 which sum represented the amount at one time acknowledged to be due William L. Bennett. However, because of additional charge-backs we have against Bennett, the exact amounts of which are not known at this time, we would prefer to have you hold this money pending determination of the final amount due Bennett.

We trust that this procedure will be as satisfactory to you as the alternative outlined in your letter of January 26.

Yours very truly,

RUSSELL OLSON CONSTRUCTION CO.

By /s/ Russell Olson

Check recd and acknowledged
2-5 with cc to Olson HBG

Original letter in
safe with the check

Discussed with Enfield
2-20-51. He says hold check
pursuant to Olsons request.
When amount of claim has been
determined-return check to
Olson--H. B. Glaisyer

January 26, 1951

Russell Olson Construction Company
Post Office Box 272
Pendleton, Oregon

Attention: Mr. Russell Olson

Gentlemen:

I have for acknowledgment your letter of January 23, 1951 and the bond enclosed therein, it being your bond to guarantee payment of the claims of William L. Bennett against you in connection with your Enterprise contract and other State Highway work on which you appeared as subcontractor. This bond is in the amount of $1,857.42, representing that portion of Mr. Bennett's claims that are in dispute.

I have had the bond examined by the Highway Commission's Chief Counsel, Mr. J. M. Devers, who advises me that it is satisfactory as a bond supplementing the bonds originally furnished in connection with work in which you were engaged. We believe that the $1,920.22 you deposited with Tinnemann, Bridgeford & Rainey of San Francisco, which represents the undisputed amount of Mr. Bennett's claims, should be turned over to him immediately and a receipt furnished this office to clear our records.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

cc - Floyd Query

Mr. Query: The bond referred to in the above letter is attached. Please file it with the contract.

HBG

ED

OR FILING

32-1111

3376

January 26, 1951

Continental Casualty Company
702 American Bank Building
Portland 5, Oregon

Attention: Mr. Dan L. Flood
Manager

Gentlemen:

This is in reply to your letter of January 23 concerning the status of claims filed by Lewis R. Wilcox and the City of Enterprise against Russell Olson Construction Company on State Highway Contract 3376.

On January 9, 1951, we received a letter from the City of Enterprise stating that their claim had been paid, and on January 17 we received a statement signed by Lewis R. Wilcox stating that his bill had been paid in full. Within a day or two following receipt of these notices we advised the Continental Casualty Company, Home Office; Pownall, Taylor & Hays, Agent, 330 American Bank Building, Portland; Mr. Warner M. Bruce, Manager, Northwest Branch Office, 1411 Fourth Avenue Building, Seattle, Washington; and Russell Olson Construction Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 1/25

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE, 310 SOUTH MICHIGAN AVE., CHICAGO 4, ILLINOIS

OREGON CLAIM DEPARTMENT
702 AMERICAN BANK BUILDING
TELEPHONE: ATWATER 2154

PORTLAND 5, OREGON

January 23, 1951

3376

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I am informed by Mr. Russell Olson that the claims of Lewis R. Wilcox, Enterprise, Oregon, in the amount of $695.48 and that of the City of Enterprise in the amount of $454.77 under Bond #1122150, Russell Olson Construction Company -to- the State of Oregon have now been satisfied. I am wondering whether or not these parties have withdrawn their claims and would appreciate your advising me at your convenience.

Very truly yours,

Dan L. Flood

Dan L. Flood, Mgr.,
Oregon Claim Department

DLF/lr

REFERRED TO Query
BY SECRETARY

RECEIVED
JAN 24 1951
OREGON
STATE HIGHWAY COMMISSION

Tel. Pendleton 506
P. O. Box 272

RUSSELL OLSON
CONSTRUCTION CO.

Stangier Brothers Building

Pendleton, Oregon

January 23, 1951

COPY

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. L. [illegible] Glaisyer, Secretary

Gentlemen:

Enclosed is Bond of the Continental Casualty Company in the amount of $1,357.42 in connection with the claim of William L. Bennett against Russell Olson Construction Co.

For your information it is our understanding that the portion of Bennett's claim which is undisputed, namely $1,920.22, has not yet been paid to Bennett, but is on deposit with Tinnemann, Bridgford & Rainey of San Francisco. If it is necessary that you have these funds before you can release payments to the various contractors will you please advise us at once so that we can arrange to have these funds transferred to you.

Yours very truly,

RUSSELL OLSON CONSTRUCTION CO.

(SIGNED) By RUSSELL OLSON

C.A.

RECEIVED
JAN 25 1951
FOR FILING

32-11-1

3376

Mrs Lewis

January 22, 1951

Mr. Lewis R. Wilcox
Enterprise, Oregon

Dear Sir:

We acknowledge, with thanks, your letter dated January 18 advising that the Olson Construction Company has settled its claim which you had against them on State Highway Contract No. 3376. Mr. Russell Olson, on Janaury 17, sent us a receipted bill signed by yourself in connection with this claim so we have already notified the surety that your claim has been paid.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ehr

Lewis R. Wilcox

Builder

Enterprise, Oregon

January 18, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
318 State Office Building
Salem, Oregon

Dear Sir:

The Olson Construction Company has settled their claim with me on Contract No. 3376, City of Enterprise.

Very truly yours,

Lewis R. Wilcox
Lewis R. Wilcox

REFERRED TO
[illegible]
BY SECRETARY

prepare release letter

RECEIVED
[illegible] 1951
FOR FILING

32-1111

[illegible]

Mrs. Lewis

January 19, 1951

Russell Olson Construction Company
P. O. Box 272
Pendleton, Oregon

Gentlemen:

This is to acknowledge your letter of January 17 to which was attached a statement signed by L. R. Wilcox, advising that his claim against your company in the amount of $512.58 has been paid in full.

This statement will be noted in our records and we will advise the surety that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Mrs Lewis

January 19, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have today received a signed statement from Lewis R. Wilson advising that the Russell Olsen Construction Company have paid in full his claim against Russell Olsen in the sum of $512.58. This notice of payment apparently pertains to a claim received in this office on November 17 in the amount of $695.48 and concerning which you were notified on November 20.

This information is furnished as the Continental Casualty Company appears as surety on the bond provided in connection with State Highway Contract No. 3376 for grading and surfacing the Enterprise Highway and city street section on the Wallowa Lake Highway and Enterprise city streets in Wallowa County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Fowell, Taylor & Hays
330 American Bank Building
Portland 5, Oregon

Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Commissioners

Mr. R. H. Baldock

Mr. W. C. Williams

P. O. BOX 272

RUSSELL OLSON
CONSTRUCTION CO.
STANGIER BROTHERS BUILDING

PENDLETON OREGON

January 17, 1951

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Enclosed is receipted bill of Lewis R. Wilcox, Enterprise, Oregon showing payment in full of amount due him on State Highway Contract No. 3376.

The only other outstanding claim against this job is the claim of William L. Bennett. You should receive a bond in the next day or two from the Continental Casualty Company, 465 California Street, San Francisco which will guarantee the additional sum Bennett claims is due him.

Yours very truly,

RUSSELL OLSON CONSTRUCTION CO.

By Charles A. [illegible]

return this letter to [illegible]

REFERRED TO
[illegible] – [illegible]
BY SECRETARY

[illegible]
[illegible]
[illegible]

STATEMENT

Lewis R. Wilcox

Builder

Enterprise, Ore. December 6, 1950 *194*

To RUSSELL OLSON CONSTRUCTION CO.
P. O. Box 272,
Pendleton, Oregon

RENTAL:	1-7S Concrete Mixer-$90.00 per month-5 weeks	112.50	
	1-Mall Vibrator @$96.50 6HP. per month-5 Weeks	120.62	
	1-7" Electric Handsaw @ $29.75 per month	29.75	
	1-5KVAGenerator @$32.50 Mo.	32.50	
	1-1 ton Diamond T. @$80.00 per month-5 weeks	100.00	
	1-Oliver Frontend Loader	10.00	
	Total Rentals:		405.37
SUPPLIES:	Gasoline & Oil as per stmt.	82.41	
	Form oil	24.80	
	Total Supplies:		107.21
	Total:		$ 512.58

This constitutes total pf Rentals & supplies furnished on State Highway, Contract #3376, State of Oregon.

Received payment in full L R Wilcox

RECEIVED
FOR FILING

22-1111

3376

Mrs Lewis

January 12, 1951

City of Enterprise
Enterprise, Oregon

Attention: Isel R. Knodell
City Recorder

Gentlemen:

We acknowledge with thanks your letter of January 9, 1951, advising that Russell Olson Construction Company has paid all his bills to the City of Enterprise. This, apparently, pertains to the claim in the amount of $454.77 against State Highway Contract 3376 concerning which we were notified on November 17, 1950.

Your letter will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible]

1-12-51

City of Enterprise

Enterprise, Oregon

Jan. 9, 1951

REFERRED TO [illegible]
BY SECRETARY

[illegible]

3376

Mr. Herb Gaisier
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

You are hereby notified that Russell Olson Construction Company has paid all bill to the City of Enterprise.

Very truly yours,
City of Enterprise
Isel R. Knodell
Isel R. Knodell
City Recorder

1-11-51, gl

Mrs Lewis

January 12, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a letter from Ival R. Randall, City Recorder for the city of Enterprise, in which he advises as follows:

"You are hereby notified that Russell Olson Construction Company has paid all bill to the City of Enterprise."

This, apparently, covers the claim in the amount of $454.77 filed in this office against Contract No. 3376 awarded to Russell Olson Construction Company for grading and surfacing the Enterprise Section on the Wallowa Lake Highway and Enterprise city streets in Wallowa County. You were notified of receipt of this claim on November 20, 1950.

This information is provided as the Continental Casualty Company appears as surety on the bond furnished in connection with Contract 3376.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

FA:md

Secretary

cc - Pownall, Taylor and Hays
330 American Bank Building
Portland 5, Oregon

Mr. Warner W. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Russell Olson Construction Company
P. O. Box 272
Pendleton, Oregon

Commissioners

Mr. R. H. Baldock

Mr. W. C. Williams

1-12-51, jl

RECEIVED
FEB 8 1951
FOR FILING

12-1111

OREGON STATE HIGHWAY COMMISSION
(date)
Dec. 22, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3376	4 & 5-final	Russell Olson Constr. Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20829	R-5836	$ 1,190.76	12/21/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A.A. Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: July 31, 1951

Time Extensions: None required

Completion Date: Sep. 22, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: XXXXXXXXXXXXXXXXXXXXXXXXX There is a claim against this contract filed by Wm. L. Bennett in the amount of $804.22.

Remarks:

Final warrant ordered released after receipt of bond from contractor covering the difference of the amount in dispute between Mr. Olson and Mr. Bennett.

- -

Date: 2-1-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: FEB [illegible] 1951
A.A. Wicklander

NOTED ON CARD

RECEIVED
DEC 1 1950
FOR FILING

[illegible]

3376

Mrs Lewis

November 30, 1950

Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Attention: Dan L. Flood, Mgr.

Gentlemen:

This is to acknowledge your letter of November 29 concerning claims filed against Russell Olson Construction Company under your Bond No. 1122150, State Highway Contract No. 3376.

As requested final payment on the above contract will be withheld until we are advised that the claims are satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - M. H. Hawke

Confirming our telephone conversation, please withhold final payment on the above until further advised.

NOTED [illegible]

PRESIDENT

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE, 310 SOUTH MICHIGAN AVE., CHICAGO 4, ILLINOIS

OREGON CLAIM DEPARTMENT
409 WILCOX BUILDING
TELEPHONE: ATWATER 2154

PORTLAND 4, OREGON

[illegible] 7[illegible]

November 29, 1950

Mr. H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are advised that the following claims have been filed against Russell Olson Construction Company under bond #1122150:

William L.Bennett, Fallon, Nevada	$804.22
Lewis R.Wilcox, Enterprise, Oregon	695.48
City of Enterprise	454.77

We are, therefore, asking that you withhold final payment in the amount of $1190.76 until these are satisfied.

Very truly yours,

Dan L. Flood R

Dan L.Flood, Mgr.,
Oregon Claim Dept.

DLF/lr

[illegible]

acknowledge
write Hunt to hold up payment
till further advice.
Flood hold request 11:15AM 11-30 FQ

RECEIVED
NOV 27 1950
FOR FILING

[illegible]

3376

Mrs Lewis

November 22, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of November 17 to which was attached three copies of a claim filed with your office by William L. Bennett, Fallon, Nevada, against Russell Olson Construction Company.

This claim is in the amount of $804.22 and pertains to State Highway Contract No. 3376, your file No. 3242.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

For additional correspondence re [illegible] Olson
See: Cont.
Contractor
Gen.

11-22-50 [illegible]

Mrs Lewis

November 22, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by William L. Bennett of Fallon, Nevada against Russell Olson Construction Company. This claim is in the sum of $804.22 for furnishing trucks and haul matetrials on State Highway Contract No. 3376 which is the Enterprise Highway and City Street Section in Wallowa County.

This information is furnished as the Continental Casualty Company appears as surety on the bond which was furnished in connection with Contract 3376.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

FAQ:md
Attach.

Secretary

cc - Pownall, Taylor & Hays
330 American Bank Building
Portland 5, Oregon

Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Russell Olson Construction Co.
P. O. Box 272
Pendleton, Oregon

NOTED ON CARD
11-22-50

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

November 17, 1950

3376

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

We have received and filed as of November 16th, 1950, a notice of claim by Wm. L. Bennett of Fallon, Nevada, for furnishing trucks and hauling material etc in the sum of Eight hundred four & 22/100 Dollars, ($804.22) against the Russell Olson Construction Company, P. O. Box 272, Pendleton, Oregon, principal contractor for grading and surfacing the Enterprise Highway and City Street Section on the Wallowa Lake Highway and Enterprise City Streets in Wallowa County. State Highway contract No. 3376; and surety, Continental Casualty Company, Powmall, Taylor & Hayes, 330 American Bank Building, Portland 5, said claim arising from services performed for Russell Olson Cortracting Company of Pendleton, Oregon. Our File No. 3242.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State.

H:Fb
Enc

ON CARD

COPY

WM. L. BENNETT, TRUCKING,
FALLON, NEVADA.

November 1, 1950,

To the Secretary of State,
state of Oregon,
Salem, Oregon.

Notice is hereby given that the undersigned Wm. L. Bennett of Fallon, Nevada, has a claim for furnishing trucks and hauling material etc in the sum of Eight hundred four & 22/100 Dollars, ($804.22) against the Russell Olson Construction Company, P. O. Box 272, Pendleton, Oregon, principal contractor for grading and surfacing the Enterprise Highway and City Street Section on the Wallowa Lake Highway and Enterprise City Streets in Wallowa County. State Highway contract No. 3276; and surety, Continental Casualty Company, Powmall, Taylor & Hayes, 330 American Bank Building, Portland 5. said claim arising from services performed for Russell Olson Contracting Company of Pendleton, Oregon. Completed September 24, 1950. Accepted by the Commission September 28, 1950.

Itemized Statement of Account Attached.

Wm. L. Bennett
Wm. L. Bennett.

2 Copies to the Secretary of State, Salem, Oregon.
1 Copy to Russell Olson Construction Co., Pendleton, Oregon.
1 Copy to Continental Casualty Company, Powmall, Taylor & Hays,
330 American Bank Building, Portland 5, Oregon.
1 Copy to State Highway Department, Salem, Oregon.

Endorsed:
File No. [illegible]
Filed, Nov. 16, 1950
EARL T. NEWBRY, Secretary of State

WM. L. BENNETT, TRUCKING,
FALLON, NEVADA.

November 1, 1950.

To the Secretary of State,
state of Oregon,
Salem, Oregon.

Notice is hereby given that the undersigned Wm. L. Bennett of Fallon, Nevada, has a claim for furnishing trucks and hauling material etc in the sum of Eight hundred four & 22/100 Dollars, ($804.22) against the Russell Olsen Construction Company, P. O. Box 272, Pendleton, Oregon, principal contractor for grading and surfacing the Enterprise Highway and City Street Section on the Wallowa Lake Highway and Enterprise City Streets in Wallowa County. State Highway contract No. 3376; and surety, Continental Casualty Company, Pownall, Taylor & Hayes, 330 American Bank Building, Portland 5. said claim arising from services performed for Russell Olsen Contracting Company of Pendleton, Oregon. Completed September 22, 1950. Accepted by the Commission September 28, 1950.

Itemized Statement of Account Attached.

Wm L. Bennett
Wm. L. Bennett.

2 Copies to the Secretary of State, Salem, Oregon.
1 Copy to Russell Olson Construction Co., Pendleton, Oregon.
1 Copy to Continental Casualty Company, Pownall, Taylor & Hays, 330 American Bank Building, Portland 5, Oregon.
1 Copy to State Highway Department, Salem, Oregon.

WM. L. BENNETT, TRUCKING.
FALLON, NEVADA.

November 1, 1950

To Russell Olson Construction Co.,
Pendleton, Oregon

Enterprise Job No. 3376

Debits				
Move in Time 35 hrs @ 6.00		210.00		
Truck Time 287 hrs @ 6.00		1722.00		
Overtime 8-1-2-4-5 & 9-7-9-16 51½ hrs @ 75		38.63		
Week 7-31-50 to 8-6-50 No Olson Timekeeper 92½ hrs @ 6.00		555.00		
Total Debits			2525.63	
Credits				
Payroll carried by Russell Olson				
7-31-50 to 8-6-50	159.37			
8-28-50 to 9-3-50	187.10			
9-4-50 to 9-10-50	203.62			
9-11-50 to 9-17-50	268.50			
9-18-50 to 9-24-50	121.50			
	940.09			
Add 10% for Ins & Taxes	94.01			
Total Payroll		1034.10		
810.7 gal. gas @ 27		218.88		
8-1-50 Jay Ser Station 29.7	9.05			
8-5-50 Schools Rep Shop B-5	2.50			
8-1-50 Main St. Motor	2.50			
		14.05		
PU Commission Aug	30.92			
PU Commission Sep	23.46			
		54.38		
Total Credits			1321.41	
				1204.22
By Cash 8-31-50				400.00
				804.22

RECEIVED
NOV 29 1950
FOR FILING

Mrs Lewis

November 21, 1950

Continental Casualty Co.
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received today a statement from Lewis R. Wilcox, Enterprise, Oregon, advising that Russell Olson Construction Company owes him $695.48 consisting of an item stated as 10 per cent on labor, $670.68 and form oil in the amount of $24.80. It appears that this claim is in connection with State Highway Contract No. 3376 awarded to Russell Olson Construction Company for grading and surfacing the Enterprise Highway and City Street Section in Wallowa County.

This information is furnished as the Continental Casualty Company appears as surety on the bond furnished in connection with Contract 3376.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 11/20

cc - Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washingon

Pownall, Taylor & Hays
330 American Bank Building
Portland 5, Oregon

Russell Olson Construction Co.
P. O. Box 272
Pendleton, Oregon

NOTED ON CARD

FORM E-30X 15M 1-49 29034

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
November 17, 1950

SUBJECT:

To:

Mr. H. G. Glaisyer
Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

For your consideration there are enclosed statements from the City of Enterprise and from Lewis R. Wilcox of Enterprise together with correspondence regarding unpaid claims of Russell Olsen Construction Company of Pendleton.

Very truly yours,

E. G. Bickmore
E. G. BICKMORE
Assistant Division Engineer

EGB:gb
Enclosures

STAT NT

Lewis R. Wilcox

Builder

Enterprise, Ore. November 8, 1950

To RUSSELL OLSON CONSTRUCTION COMPANY
P.O.BOX 272
PENDLETON, OREGON

10% on Labor (Net)	$670.68	
Form Oil	24.80	
		$695.48

RECEIVED
NOV 29 1950
FOR FILING

Mrs Lewis

November 21, 1950

Mr. Lewis R. Wilcox
Enterprise, Oregon

Dear Mr. Wilcox:

We have received from Mr. Bickmore your statement of claim in the sum of $695.48 against Russell Olson Construction Company. This claim appears to be in connection with State Highway Contract 3376 awarded to Russell Olson Construction Company for grading and surfacing the Enterprise Highway and City Street Section in Wallowa County.

On all State Highway contracts the contractor is required to provide a performance bond for the full amount of the contract. This bond is to assure satisfactory completion of the contract and payment of all just material and labor bills incurred in connection with the contract. The surety on this contract is the Continental Casualty Company and their agent in this instanse is Pownall, Taylor and Hays, 330 American Bank Building, Portland 5.

This claim will be noted in our records and we will advise the contractor and the surety that it has been received.

This contract was completed on September 22 and accepted by the Commission on September 28, 1950. It is anticipated that final payment will be made within a few days.

If you feel it necessary to protect your claim for a period longer than six months following completion and acceptance of the contract it is suggested that you file your claim with the Secretary of State. For your convenience in preparing this filing we have attached an excerpt from the Oregon Laws outling the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 11/20
Attach.

cc - E. G. Bickmore

RECEIVED
NOV 29 1950
FOR FILING

Mrs Lewis

November 21, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received from the city of Enterprise a statement of claim against Russell Olson Construction Company in the amount of $454.77 for labor and materials furnished in connection with State Highway Contract 3376 for grading and surfacing the Enterprise Highway and City Street Section in Wallowa County.

This information is provided as the Continental Casualty Company appears as surety on the bond furnished in connection with State Highway Contract 3376.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 11/20

cc - Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Pownall, Taylor & Mays
330 American Bank Building
Portland 5, Oregon

Russell Olson Construction Co.
P. O. Box 272
Pendleton, Oregon

NOTED ON CARD

RECEIVED
NOV 27 1950
FOR FILING

3376

3376 Mrs. Lewis

November 20, 1950

Mr. Isel R. Knodell
City Recorder
City of Enterprise
Enterprise, Oregon

Dear Mr. Knodell:

Your claim in the amount of $454.77 for labor and plumbing materials furnished to Russell Olson Construction Company has been forwarded to this office by Mr. E. G. Bickmore, Assistant Division Engineer at La Grande. This claim apparently is in connection with State Highway Contract No. 3376 awarded to Russell Olson Construction Company for grading and surfacing on the Enterprise Highway and City Street Project, Wallowa County. This claim will be noted in our records and we will advise the contractor and the surety that it has been received.

With each highway contract awarded, the contractor is required to furnish a performance bond in the full amount of the contract. This bond is to assure completion of the contract and payment of all labor and material bills incurred therewith. The surety on this contract is the Continental Casualty Company whose agent in this instance is Pownall, Taylor & Hays, 330 American Bank Building, Portland 5. The contract was completed on September 22, 1950, and accepted by the Highway Commission September 28, 1950. It is anticipated that final payment will be made within a few days.

If you wish to protect your claim for a period longer than six months follows completion and acceptance of the contract it is suggested that you file your claim with the Secretary of State. There is attached an excerpt from the Oregon Laws outlining the procedure necessary in making such a filing.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.
cc - E. G. Bickmore

NOTED ON CARD

FORM E-30 15M 5-49 31505

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
November 17, 1950

3376

SUBJECT:

To:

Mr. H. G. Glaisyer
Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

For your consideration there are enclosed statements from the City of Enterprise and from Lewis R. Wilcox of Enterprise together with correspondence regarding unpaid claims of Russell Olson Construction Company of Pendleton.

Very truly yours,

E. G. Bickmore
E. G. BICKMORE
Assistant Division Engineer

EGB:gb
Enclosures

FORM E-30 15M 12-48 27999

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Enterprise, Oregon
November 15, 1950

SUBJECT:

Contract #3376
City of Enterprise Section

To:

Mr. E. F. Chidsey
Division Engineer
La Grande, Oregon

Dear Sir:

Enclosed is a letter from the City of Enterprise accompanying a statement for labor, various plumbing fittings and crushed rock furnished Russell Olson Construction Co.

I am certain this is a just claim for services and materials incorporated in the work on North Street and River Street under contract #3376.

Also enclosed is a bill to Olson from Lewis R. Wilcox. Mr. Wilcox was in charge of concrete work done by Olson on this same project. I have no knowledge of the justness of this claim, nor of the working agreement between Olson and Wilcox.

Very truly yours,

J. C. Hiatt

J. C. Hiatt
Resident Engineer

Enterprise, Oregon Nov. 15 *19*

City of Enterprise

In Account With

Russell Olson Construction Co.
Pendleton, Oregon

For Water

Balance to

134 Hours	$2.00@	268	00
11-3/4" Unions	$1.55 @	17	05
22 Ft. 3/4 Pipe	.14 per ft.	4	08
3- 3/4 Curb Stops	$1.69 @	5	07
3- 3/4 Col P Stops	$1.69 @	5	07
Sewer Tile		7	00
Gravel		148	50
Total		454	77

City of Enterprise
Enterprise, Oregon

Nov. 15, 1950

Oregon State Highway Commission
% J. C. Haitt
Enterprise, Oregon

Dear Mr. Haitt:

Inclosed is the bill left unpaid by the Russell Olson Construction Company to the City of Enterprise. They have been notified several times, and I have talked to thier bookkeeper about the inclosed bill.

Thanking you in advance,
I remain sincerely

Isel R. Knodell

Isel R. Knodell
City Recorder

RECEIVED
NOV 14 1950
FOR FILING

33-1111

3376

November 14,1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 3376, for work on the Enterprise (Highway and City Street) Section of the Wallowa Lake Highway and Enterprise City Streets in Wallowa County, has been completed by the contractor, Russell Olson Construction Co., and that final payment in the amount of $1190.76 will be made on or after November 24, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $33,096.04, and that no force account work was performed on the job. This contract was completed on September 22 and accepted by the Highway Commission on September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pownall,Taylor & Hays
330 American Bank Bldg.
Portland 5, Oregon

NOTED ON CARD

11-14-50 gl

RECEIVED
NOV 22 1950
FOR FILING

COPY FOR MR. Williams
[illegible] Galayer, Secretary

32-1111

3376

STATEMENT

LEWIS R. WILCOX

Builder

Enterprise, Ore. November 8, 1950

TO RUSSELL OLSON CONSTRUCTION COMPANY
P. O. BOX 272
PENDLETON, OREGON

10% on Labor (Net)	$670.68	
Form Oil	24.80	
		$695.48

RECEIVED
[illegible]
FOR FILING

52-1111

3376

October 17, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

It is the intention of the State Highway Commission to release to Russell Olson Construction Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3376 covering the Enterprise (Highway and City Street) Section of the Wallowa Lake Highway and Enterprise City Streets in Wallowa County. This payment, which is in the amount of $12,571.48, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $986.76. The present payment will be made on or after October 27, 1950.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

ORMGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pownall, Taylor & Hays
330 American Bank Bldg.
Portland 5, Oregon

NOTED ON CARD
[illegible]

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Final
No. 10

Section Enterprise (Highway & City Streets)
For Week Ending Sept. 22, 1950
Highway Wallowa Lake & City Streets
Kind of work Grading & Surfacing
Contractor Russell Olson Construction Co.
Section prefix 32-1111
Date of contract July 11, 1950
Contract number 3376
Date work started July 18, 1950
Date of completion July 31, 1951
Amount of contract $ 34,850.00
Estimated date of completion Complete, 19
Per cent of time elapsed 20 %
Estimated cost of completed project, exclusive of engineering $ 34,000.00
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date $ 2,100.00, %
Date project was completed September 22, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final seal of Emulsified Asphalt laid on North and River Streets Wednesday.

Brooming completed Friday to complete job.

NOTED
H. W. LIBBY

NOTED

NOTED
E. [illegible]

Signed J. C. Hutt
Address Enterprise, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.82	0.82		0.82	
Miles partially completed					
Miles completed	0.82	0.82		0.82	
Total estimated quantities	4,500	6,600		1,041	
Estimated quantities moved or placed to date	4,500	6,600		1,041	
Average daily quantities				180	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				12	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers 1 oiler . . 3 dump trucks ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Part cloudy-cool		
Monday	" "	moderate	
Tuesday	Fair-moderate		
Wednesday	" "		
Thursday	Fair- warm		
Friday	" "		
Saturday	" "		

RECEIVED
SEP 25 1950
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 8 1950
FOR FILING

32-1111

3276

August 7, 1950

Russell Olson Construction Co.
Pendleton, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3276, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Grading and Bituminous Macadam Surfacing on the Wallowa Lake Highway and City Streets in Enterprise in Wallowa County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

Recorded

RECEIVED
FOR FILING
FORM 2-30X 15M 1-49 29034

31-111

3374

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 24, 1950

SUBJECT:

To:

Mr. S. H. Probert
Office Engineer

Mr. E. F. Chidsey
Division Engineer

Attached hereto is an unexecuted copy of an agreement with the City of Enterprise covering the $250,000 city allotment project in that city. Distribution of copies of this agreement is as follows:

Secretary, Highway Commission	1
City of Enterprise	1
County & City Relations	1
Division No. 5	1
Office Engineer	1

John W. Cattrall

John W. Cattrall
Engineer, County and City Relations

RHP:MM
Att.

cc: Mr. L. H. Warfield

NOTED
WARFIELD

RECEIVED
[illegible] 1950
FOR FILING

30-1111

3376

Salem, Oregon
July 19, 1950

Mr. John W. Cattrall
City & County Relations Dept.

Attached hereto is one copy of an agreement with the City of Enterprise covering improvement of the following city streets: Park Street from River Street to School Street; Alamo Street from River Street to West Third Street; a combined distance of approximately 0.47 mile.

The original of this agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Enterprise.

Secretary

rn
attach: 1

RECEIVED
JUL 17 1950
FOR FILING

32-1111

3376

July 17, 1950

Russell Olson Construction Company
Pendleton, Oregon

Gentlemen:

We are sending you today, by express, five copies of Contract No. 3376, which was awarded to you by the State Highway Commission on July 11, 1950, covering Grading and Bituminous Macadam Surfacing on the Enterprise Section of the Wallowa Lake Highway and Enterprise city streets in Wallowa County.

Please execute four copies of this contract as to agreement and bond, and return them to this office for approval by the Highway Commission. When this has been done, a fully executed copy will be returned to you for your files. We will also send an executed copy to the surety on your bond. The fifth copy is for your information and use while the other four copies are being executed, and should not be returned to us.

Your special attention is called to the paragraph under Section 6-12, Page 15, of the printed general provisions relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on the work under this contract in strict conformance therewith.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

RECEIVED
JUL 13 1950
FOR FILING

32-1111

3376

July 13, 1950

Russell Olson Construction Co.
P. O. Box 272
Pendleton, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you Contract No. 3376 for grading, surfacing and oiling on the Enterprise (Highway and City Street) Project on the Wallowa Lake Highway, and on Park and Alamo Streets in Enterprise. This award was based on your low bid of $34,850.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

July 3, 1950

NOTED
J. W. CATTRALL

Mr. Isel R. Knodell
City Recorder
Enterprise, Oregon

Dear Sir:

This is to acknowledge receipt of two copies of an agreement covering the $250,000 city allotment project in your city. After approval by the Highway Commission, a duly executed copy will be returned for the city's files.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

June 21, 1950

Mrs. Isel R. Knodel
City Recorder
Enterprise, Oregon

NOTED
J. W. CATTRALL

Dear Madam:

The State Highway Commission plans to call for bids at its July meeting on the Enterprise Section of the Wallowa Lake State Highway and the Enterprise Special City Allotment Project on Park Street and Alamo Street.

It is required that the City of Enterprise adopt two forms of resolution and sign an agreement in connection with these projects. They are:

Encroachment Resolution - This is a standard form of resolution which provides that no encroachments will be permitted on the right-of-way of the Wallowa Lake Highway within the corporate limits of Enterprise which will obstruct or interfere with the free and convenient flow of traffic. Three copies of this resolution are enclosed. After adoption by the City Council, please return two copies signed by the Mayor and City Recorder to this office.

Grade Resolution - This resolution establishes the grades of the streets traversed by the Wallowa Lake Highway in accordance with the proposed reconstruction project. Three copies of this resolution are enclosed. Please return two copies signed by the Mayor and City Recorder to this office.

Agreement - This agreement covers the reconstruction of portions of Park Street and Alamo Street in accordance with the Special City Allotment project applied for by the City and approved by the State Highway Commission. Two copies are enclosed. Please return both copies of this agreement signed by the Mayor and City Recorder with their signatures attested by a third party. After signature by the Highway Commission, a duly executed copy will be returned for the City's records.

As a contract for these projects will not be awarded until signed copies of the resolutions and agreement are in our hands, it would be appreciated if they are returned to this office prior to June 30.

Also enclosed for the City's information and files is a print of the plan and profile map of the Enterprise section upon which the elevations described in the grade resolution are shown in orange.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

NOTED
J. W. CATTRALL

Enterprise 6-13-50

It is planned to use pitrun 4"-0 as base rock. Preliminary estimate called for screened material.

Plan calls for no street intersections nor driveways so less oil rock than preliminary estimate. Also 20' width. Originally 22' width.

Also preliminary estimate was based on standing alone - now in conjunction with State Highway job.

HCG.

~~$250,000 City Allotment (1950)~~

Enterprise 12-12-49

Preliminary Estimate

Park Street - River St. to School St.	0.26 mile	0.47 mile
Alamo Street River St. to West 3rd	0.21 mile	

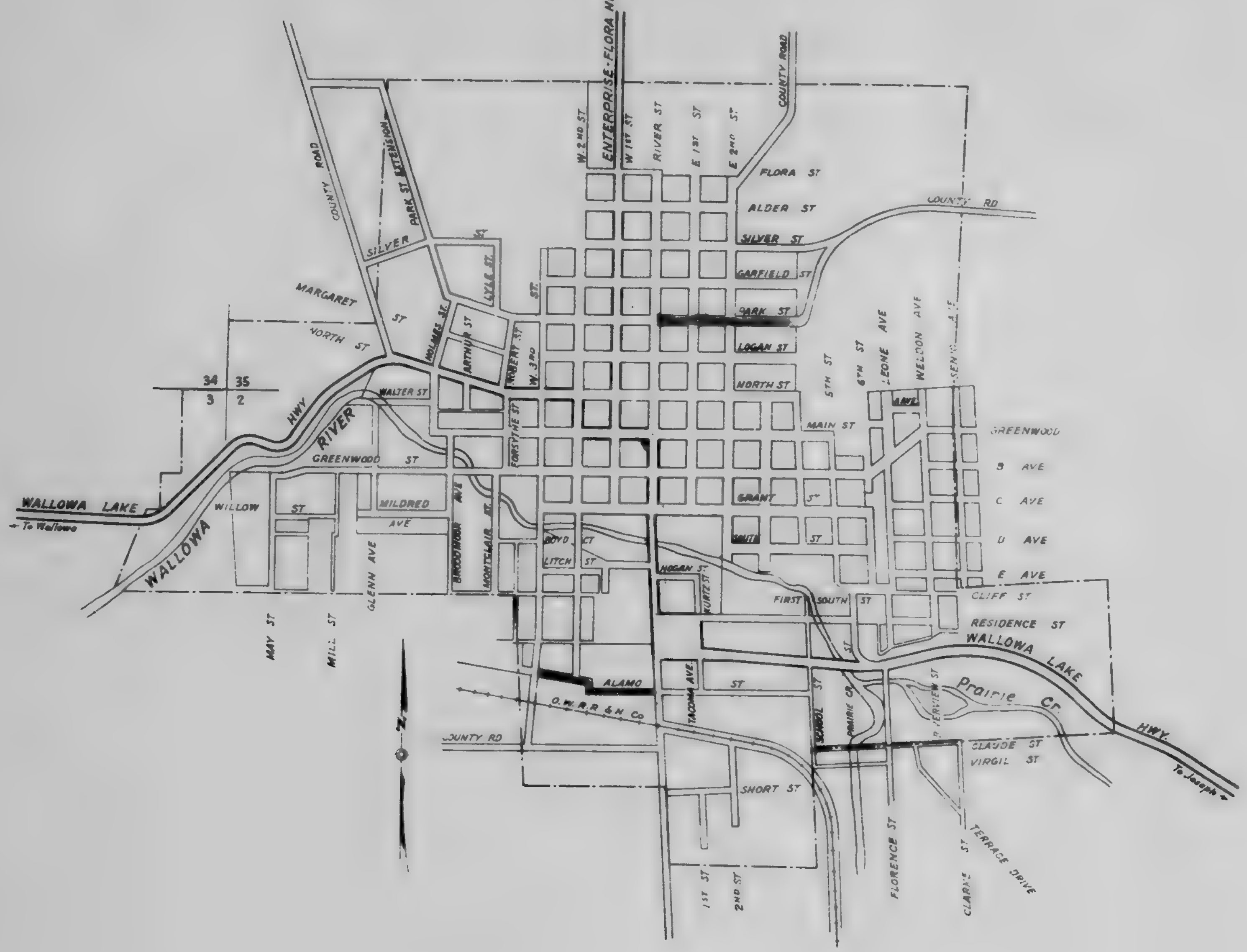
Grade and shape Streets place 6" of ballast 26' width place C-11 oil mat 22' width.

Item		Unit	Unit Price		Total
Grade & shape street		0.50 mile	1000.00		500.00
Ballast	1500	1800 Cu yds	2.00	1.00	3600.00
3/4"-0 in base	500	800 Cu yds	4.00	3.50	3200.00
Prep. base		0.50 mile	1000.00		500.00
Sprinkle	30	20 M gal	4.00	2.75	80.00
F-4 plane aggregate	30	400 Cu yds @	5.00	4.50	2000.00
F & Place	151 [illegible] 37 asphalt	45 tons @	60.00	50.00	2700.00
		Estimated Cost of Construction			12,580.00
		Plus 10% Engineering & Contingencies			1258.00
		Plus Estimated preliminary engineering			400.00
		Preliminary estimate of Project			$14,238.00

$14,500.00 [illegible] 600

~~[illegible] 250, [illegible]~~

The bid on standing alone
bid in combination with [illegible] job


WALLOWA LAKE HWY
← To Wallowa
WALLOWA RIVER
ENTERPRISE-FLORA HWY
COUNTY ROAD
COUNTY RD
PARK ST EXTENSION
SILVER
MARGARET
NORTH ST
34
35
3
2
WALTER ST
HOLMES ST
ARTHUR ST
LYLE ST
ROBERT ST
W. 3RD ST
FORSYTHE ST
GREENWOOD ST
WILLOW ST
MILDRED AVE
BROOKMOOR AVE
MONTCLAIR ST
GLENN AVE
MAY ST
MILL ST
W. 2ND ST
W 1ST ST
RIVER ST
E 1ST ST
E 2ND ST
FLORA ST
ALDER ST
SILVER ST
GARFIELD ST
PARK ST
LOGAN ST
NORTH ST
MAIN ST
GRANT ST
SMITH ST
5TH ST
6TH ST
LEONE AVE
WELDON AVE
SENIOR AVE
GREENWOOD
B AVE
C AVE
D AVE
E AVE
CLIFF ST
RESIDENCE ST
BOYD CT
LITCH ST
HOGAN ST
KURTZ ST
FIRST SOUTH ST
ALAMO
O.W.R.R. & N. Co
TACOMA AVE
ST
SCHOOL ST
PRAIRIE CR ST
RIVERVIEW ST
Prairie Cr
CLAUDE ST
VIRGIL ST
COUNTY RD
SHORT ST
1ST ST
2ND ST
FLORENCE ST
CLARKE ST
TERRACE DRIVE
WALLOWA LAKE HWY
To Joseph →
N

ENTERPRISE

Scale 0 800 1600 2400

Rev 6-19-49

ENTERPRISE
Wallowa County
Population
Division 5

	Cost (Actual) State	City	Total
Previous Projects			
1948: None	- - -	- - - -	- - - -
1949: None	- - - -	- - - -	- - - -
Proposed Project 1950: Grade, place base mat., and surface 0-11 oil mat on Park St. from River St. to Second St., a distance of 0.24 miles, and on Alamo St. from River St. to West 3rd St., a distance of 0.21 mile	$14,500.00	$ - - - - -	$14,500.00

* * * *

Application for improvement of Park St. and Alamo St. is based on their use by a large amount industrial, agricultural, and various other vehicular traffic.

Park St. is the main access to the city's hospital and carries wheat and farm produce hauling vehicles from the east.

Alamo St. leads from the State Secondaries to the grain elevators and sawmills and is heavily used by all types of industrial traffic

Recommendation. This project qualifies and is recommended for approval.

$250,000 City Allotment 1950)

Enterprise

On December 7, 1949 investigated, with Mayor A. O. Harrison and members of street Committee, street conditions in Enterprise.

They asked the State to allocate funds from the $250,000 fund to reinforce and oil a portion of Park Street and Alamo Streets as well as West 3rd and 2 blocks on River Street. Advised them the only repair of 3rd would be complete rebuild as curbs & sidewalk were in and grade could not be raised therefore the cost would be too great. Also the condition on River Street extended all the way out the county road and there would be no need to repair 2 blocks out of the entire street.

Park Street leads into the town from the County Road to the east and leads past the hospital and could qualify and needs reconstruction as it carries wheat trucks etc.

Alamo leads from the state secondary to the grain elevators and sawmills and is heavily used by all industrial traffic.

Saw Mr. J. Abbott, resident engineer, who assured me there was plenty of good "ballast" material "handy" and there would be a rock production job "there" soon and the State was going to widen streets on Highway soon so there would be a possible contractor in the vicinity.

Will estimate the cost of Park Street from School St to River St and Alamo from River Street to West 3rd.

$14,5

H. C. G.

Form cc-50
Special City Allotment

10-8-49

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Enterprise is an incorporated city of the State of Oregon, and has a population of 1800, as given by the latest official census, and cc-50

WHEREAS, the following streets of said city, Enterprise

Park St. from School St to River St.

Alamo St from River St to W. Third

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

Park St. from School St. to River St

Alamo St. from River St to W. Third

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Enterprise does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate H. O. Harmon as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 8th day of December, 1949.

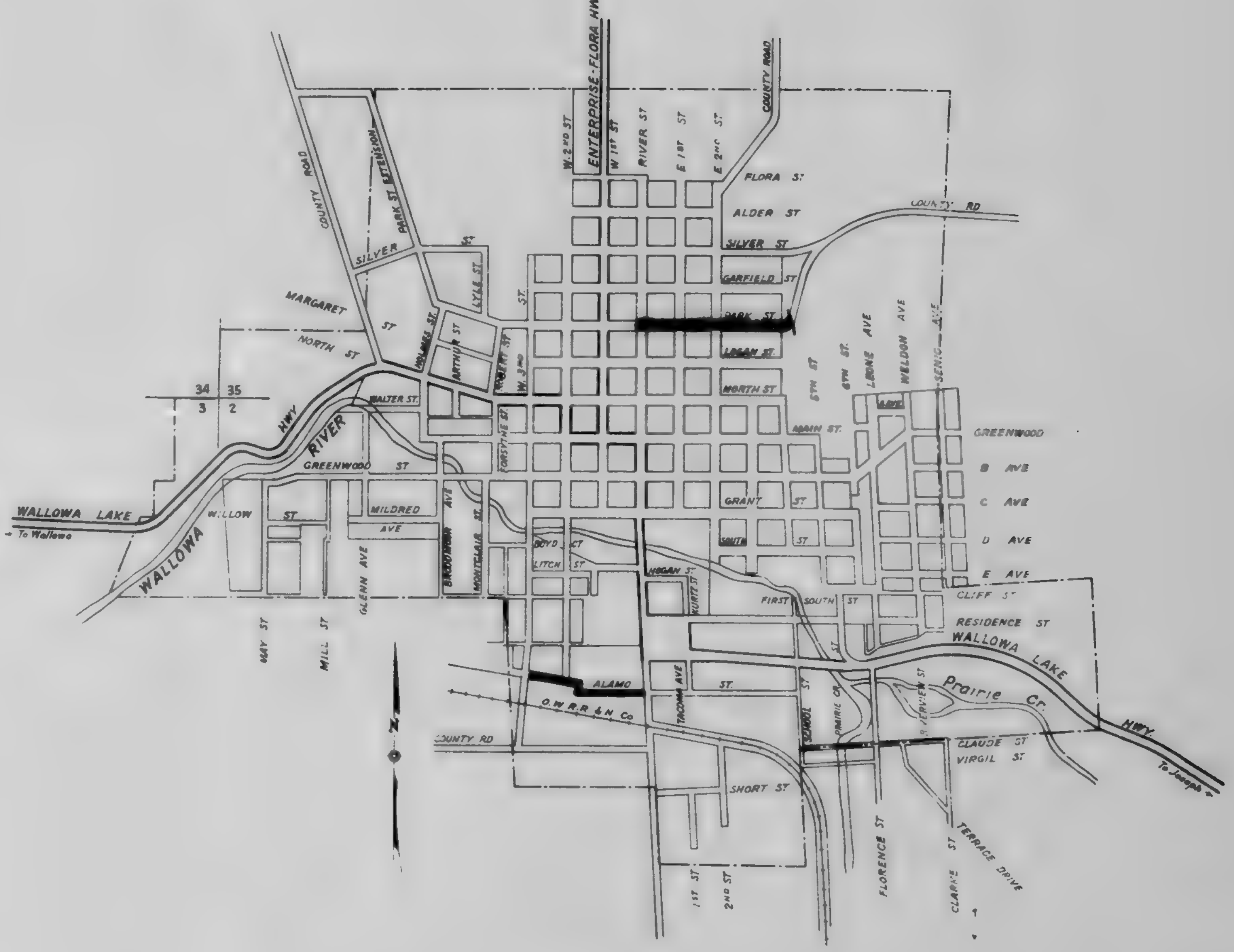
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Enterprise at a ~~regular or~~ special meeting of said council, held on the 8th day of December, 1949, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 8th day of December, 1949.

Geo R Knodell
City Recorder


ENTERPRISE-FLORA HWY.
W. 2ND ST
W 1ST ST
RIVER ST
E 1ST ST
E 2ND ST
COUNTY ROAD
FLORA ST
ALDER ST
COUNTY RD
SILVER ST
GARFIELD ST
PARK ST
LOGAN ST
NORTH ST
MAIN ST.
5TH ST
6TH ST
LEONE AVE
WELDON AVE
SENIC AVE
A AVE
GREENWOOD
B AVE
C AVE
D AVE
E AVE
CLIFF ST
RESIDENCE ST
WALLOWA LAKE HWY
Prairie Cr.
To Joseph
CLAUDE ST
VIRGIL ST
TERRACE DRIVE
CLARKE ST
FLORENCE ST
RIVERVIEW ST
PRAIRIE CR
SCHOOL ST
GRANT ST
SOUTH ST
FIRST SOUTH ST
HOGAN ST
KURTZ ST
BOYD CT
LITCH ST
ALAMO ST.
TACOMA AVE
O.W.R.R. & N. Co
COUNTY RD
SHORT ST
1ST ST
2ND ST
COUNTY ROAD
PARK ST EXTENSION
SILVER
ST
LYLE ST
HOLMES ST
ARTHUR ST
ROBERT ST
W. 3RD
ST
FORSYTHE ST
MARGARET ST
NORTH ST
WALTER ST.
34
35
3
2
HWY
RIVER
GREENWOOD ST
WALLOWA LAKE
To Wallowa
WALLOWA
WILLOW ST
MILDRED AVE
BROADMOOR AVE
MONTCLAIR ST
GLENN AVE
MILL ST
MAY ST
N

ENTERPRISE

Scale 0 800 1600 2400

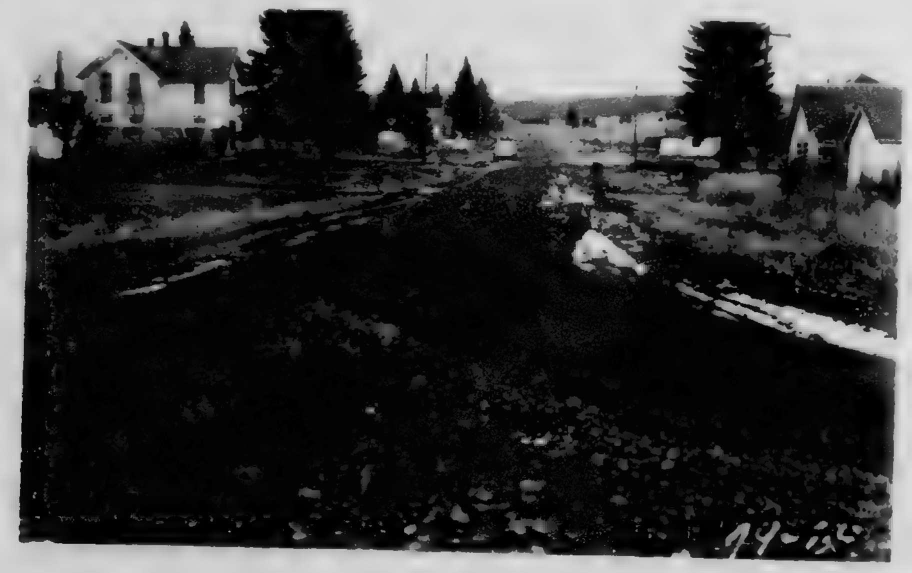
Rev. 8-19-49

41-15

Enterprise - [illegible] Street from River Street
looking east. [illegible]

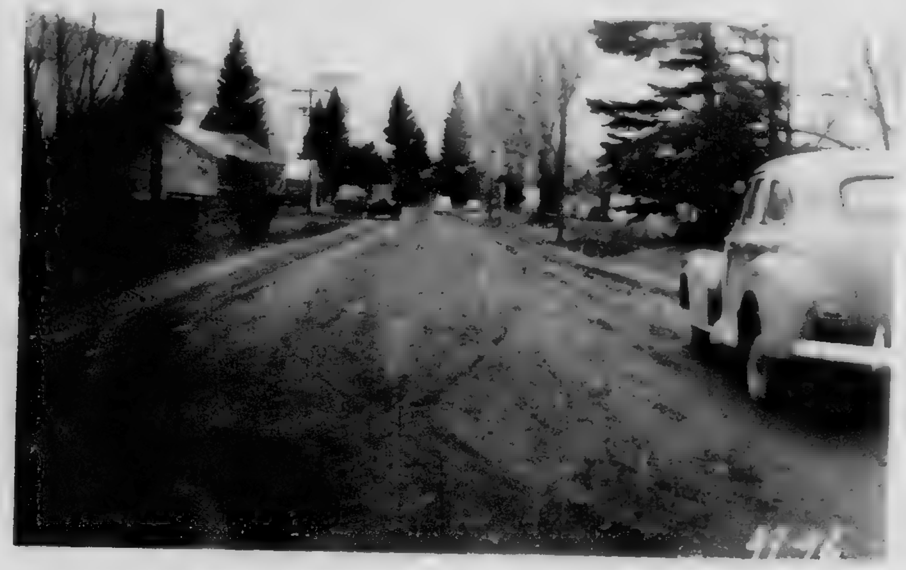
Enterprise - [illegible] Street from W.
10-7-4[illegible]

41-15

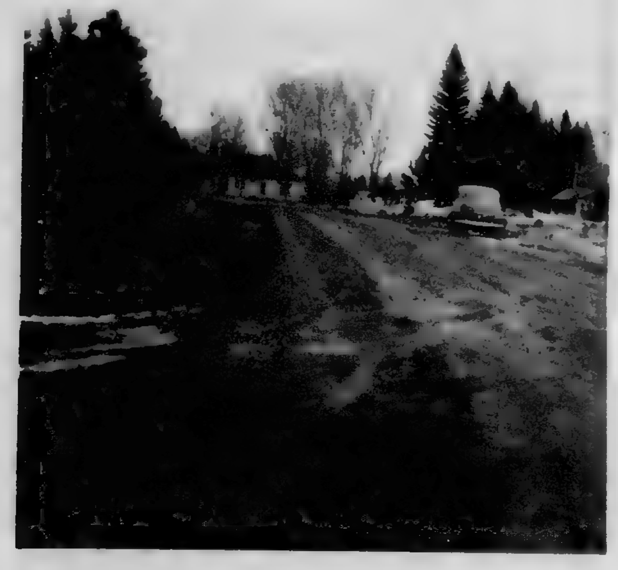


41-16

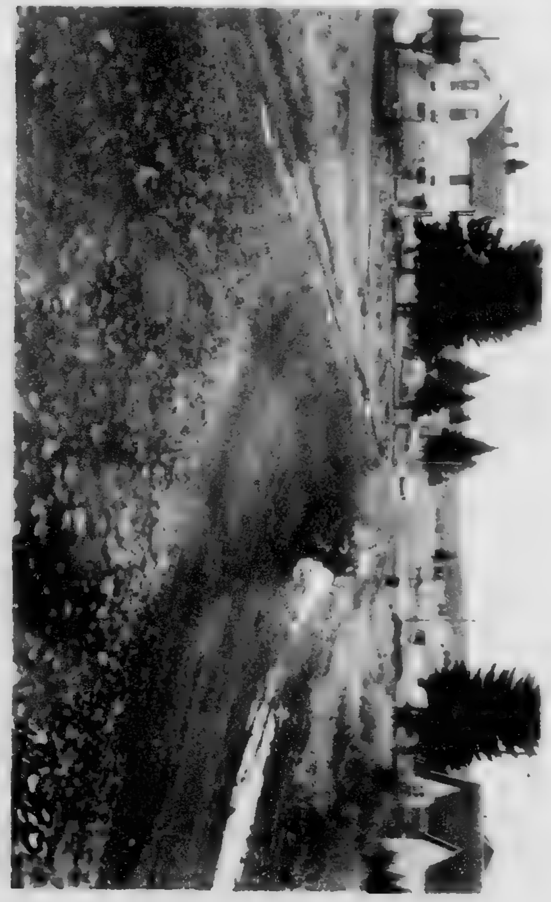
Enterprise - [illegible] Street from River Street
looking east. 12-7-



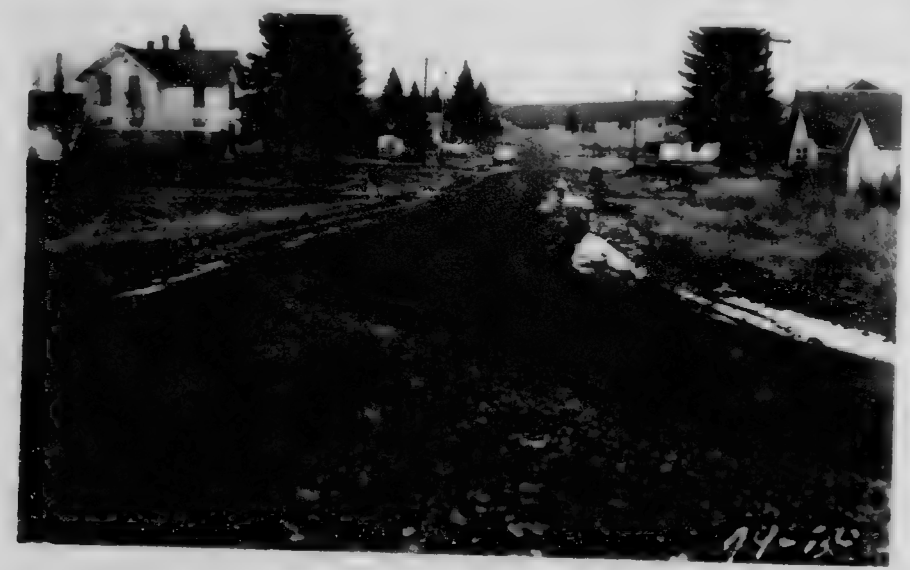
Enterprise - [illegible] Street from River Street,
looking west. 12-7-[illegible]



Enterprise - [illegible] Street from W.
12-7-[illegible]

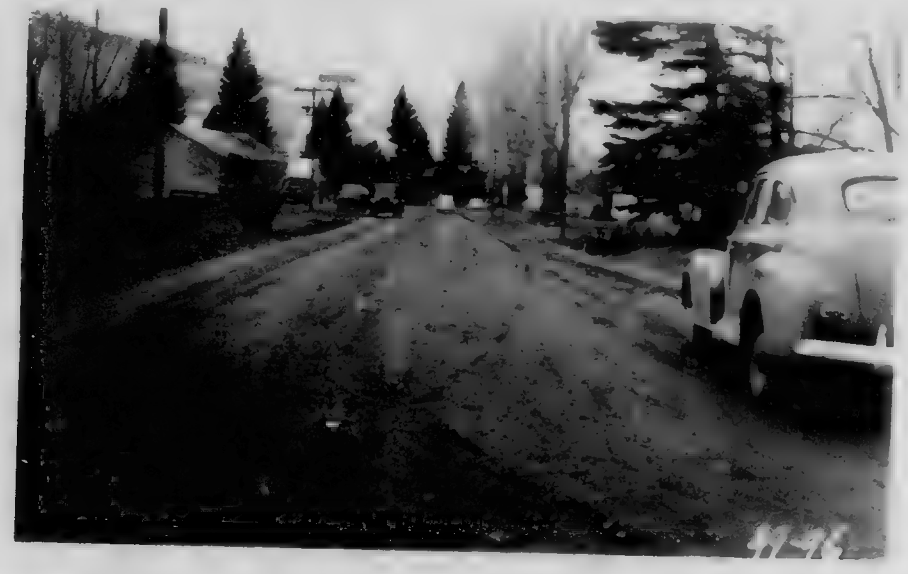


41-15

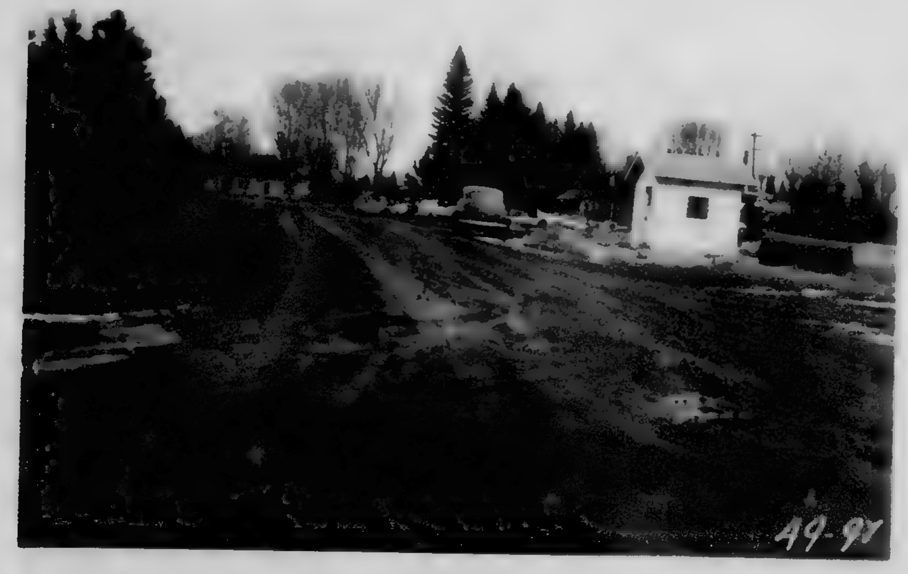


41-15

Enterprise - Park Street from River Street
looking east. 2-7-[illegible]



Enterprise - M[illegible] Street from River Street
looking west. 12-7-49



Enterprise - [illegible]mo Street from W. 3rd looking east
12-7-49

34-1057 Beaverton (Broadway Ave.) 1950
Sec. on the Beaverton-Hillsdale
#3377 Hwy.

RECEIVED
AUG 25 1952
FOR FILING

34- [illegible]

[illegible]

August 22, 1952

Alice B. Martin, City Recorder
City Hall
Beaverton, Oregon

Dear Madam:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Beaverton covering the cooperative construction project on Broadway Street (Beaverton-Hillsdale State Highway) in the city of Beaverton.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

25 1952
FOR FILING

F

Salem, Oregon
August 22, 1952

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is a conformed copy of an agreement with the City of Beaverton covering the cooperative construction project on Broadway Street (Beaverton-Hillsdale State Highway) in the City of Beaverton.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Beaverton, Oregon.

Yours very truly,

Secretary

rn
Attach: 1

RECEIVED
1951
FOR FILING
3377

OREGON STATE HIGHWAY COMMISSION
(date)
Jan. 19, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3377	5-final	Parker-Schram Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
75	R-7841	$ 492.87	1/18/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: Sep. 30, 1950

Time Extensions: Extended to Nov. 15, 1950 without penalty

Completion Date: Nov. 15, 1950

Date Accepted: Dec. 19, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 1-19-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: A. A. Wicklander

1-22-51

RECEIVED
[illegible] 1950
FOR FILING

[illegible]

3377

December 27, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3377, for work on the Beaverton (Broadway Ave.) Section of the Beaverton-Hillsdale Secondary Highway in Washington County, has been completed by the contractor, Parker-Schram Company, and that final payment in the amount of $492.87 will be made on or after January 6, 1951.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $8,835.01, and that no force account work was performed on the job. This contract was completed November 15 and accepted by the Highway Commission December 19, 1950.

We are sending you this notice as your Company appears as surety on the bond furnished by the above contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

12 [illegible]

RECEIVED
DEC 1[illegible] 1950
FOR FILING

34-1057

3377

December 18, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Parker-Schram Company on contract No. 3377, for grading and paving on the Beaverton (Broadway Ave.) Section of the Beaverton-Hillsdale Highway in Washington County. This payment, in the amount of $796.74, will be made on or after December 28, 1950. The retained percentage is $500.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: Amorata & Schram
440 Mead Building
Portland 4, Oregon

[illegible] ON CARD

[illegible]

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 17th, 19 50

Section Beaverton(Broadway)

Kind of work Grading & Paving

Highway Beaverton - Hillsdale

Section prefix 34 - 1057

Contractor Parker - Schram

Contract number 3377

Date of contract July 11th, 19 50

Date of completion November 15th, 19 50

Date work started September 1st, 19 50

Estimated date of completion November 15th, 19 50

Amount of contract . . . . $ 8,896.50

Per cent of time elapsed 162 %

Estimated cost of completed project, exclusive of engineering . . . . $ 8,896.50

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 688.59, 129 %

Date project was completed November 15th, 19 50

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This contract was completed on November 15th, 1950. The semi-final estimate is now being preparдd in this officд.

NOTED
H. W. LIBBY

RECEIVED

NOTED
B. A. MARTIN

Signed Ass't Division Engineer

Address P. O. Box 4644 Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.23	0.23			0.23
Miles partially completed	0.23	0.23			0.23
Miles completed	0.23	0.23			0.23
Total estimated quantities	560 Cu. Yds	300 Cu. Yds			550. Tons
Estimated quantities moved or placed to date	560 Cu. Yds	300 Cu. Yds			550 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	6				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	5						
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	10						
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	Rain		
Saturday			

State Printing Dept. 41608

RECEIVED
NOV 27 1950
FOR FILING

[illegible]

3377

November 17, 1950

Parker-Schram Co.
200 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 9, 1950, had under discussion your request for an extension of time of 45 days, from September 30 to November 15, 1950, within which to complete your contract No. 3377 for grading and paving on the Beaverton (Broadway Ave.) Section of the Beaverton-Hillsdale Secondary Highway in Washington County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

A. B. Dean,
Resident Engineer

H. G. Smith

NOTED ON CARD

RECEIVED
NOV 9 - 1950
FOR FILING

34-[illegible]

3377

November 6, 1950

Request for extension of time
No. 9
November 9 and 10 meeting

Oregon State Highway Commission

Gentlemen

Herewith is a request from Parker-Schram Company for an extension of time on Contract No. 3377, Beaverton Section of the Beaverton-Hillsdale Highway, from September 30, 1950 to November 15, 1950.

The Contractor was unable to secure cement required for construction of curbs due to the current cement shortage and has been held up for this reason.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

hi

RECEIVED

FOR FILING

34-1057

3377

August 7, 1950

Parker-Schram Company
200 Builders Exchange Building
Portland, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3377, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Grading and Paving on the Beaverton Section (Broadway Avenue) of the Beaverton-Hillsdale Secondary Highway in Washington County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

[illegible]

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3377

July 13, 1950

Parker-Schram Company
200 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you Contract No. 3377 for grading and paving on the Beaverton (Broadway Avenue) Section of the Beaverton-Hillsdale Highway in Washington County. This award was based on your low bid of $8,896.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

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1453

Salem, Oregon
May 17, 1950

Mr. N. G. Smith

Reference is made to Item 3-b on the Commission agenda for April 24-25.

The Commission approved the report of the Engineer for widening a portion of the Beaverton-Hillsdale Secondary Highway in Beaverton, authorizing an expenditure of $10,000 for the same.

W. W. Stiffler

WWS:me

cc Mr. W. C. Williams
   Mr. M. H. Hawke

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FOR FILING

3-h

May 16, 1950

Hon. M. H. Jeffries
Mayor, City of Beaverton
Beaverton, Oregon

Dear Mr. Jeffries:

This note is simply to inform you that the State Highway Commission at its last meeting approved the request of the City of Beaverton for the widening of ORE.10 (Hillsdale-Beaverton Highway) within the city limits of Beaverton, particularly between Short Street on the east and Cedar Street on the west. It is contemplated that this work will be done some time this summer.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

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3-h

April 14, 1950

Oregon State Highway Commission

Gentlemen:

At the March 20-21 meeting you instructed the Engineer to confer with city officials of Beaverton relative to their request for the widening of a portion of the Beaverton-Hillsdale Highway (ORE10) within the city of Beaverton.

I met with the city officials and carefully investigated the requested widening. I found that the existing street has a paved width of only 16 feet and is very congested. The street is adjacent to the railroad and can be widened on one side only, and the maximum width that can be obtained is 24 feet, which would mean a widening of eight feet.

The estimated cost for the requested work is $9,200, and it is my opinion that this work is necessary to relieve the existent congestion and hazard on the narrow street, which carries very heavy traffic through the center of Beaverton.

I recommend to you that we program $10,000 for this improvement, for construction this year.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. H. G. Smith

FORM E-30 25M 9-49 34682

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 5th, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I recently went with Mr. R. H. Baldock to a meeting with the Mayor, City Council, and Street Superintendent of Beaverton, in regard to a request from the City of Beaverton to the Highway Commission for participation by the Commission in the widening of that portion of State Highway 10 (Hillsdale-Beaverton) within the city limits of Beaverton, extending from Short Street on the east to Cedar Street on the west. Mr. Baldock wanted an estimate on this work, and I advised him that an estimate had been made and submitted covering this widening.

Under date of October 24, 1949, I submitted to Mr. H. G. Smith an estimate and sketch map prepared by Mr. Broadwell, showing typical sections of a plan view from Short Street to Cedar Street. The total estimate on this work was $9,200.00, and called for widening the pavement on the north side 8 feet, which would allow a 3 foot utility zone between the edge of the widening and the sidewalk.

I believe this data will give Mr. Baldock all the information he wishes.

Yours very truly,

A. G. Skelton

A. G. SKELTON
Division Engineer

AGS:w
cc: H. G. Smith
H. C. Broadwell

RECEIVED
APP
FOR FILING

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[illegible]

February 17, 1950

C. Bryan Walker, City Recorder
City of Beaverton
Beaverton, Oregon

Dear Mr. Walker:

In your letter of February 15, 1950, you request in behalf of the Beaverton City Council the privilege of appearing before the State Highway Commission when the matter of widening State Highway No. 10 in Beaverton is again discussed.

The matter to which you refer is one of the items on the agenda for consideration by the Commission at its next meeting, which is scheduled for Monday and Tuesday, March 20 and 21, 1950, in Portland. The Commission will hear delegations on the second day of this meeting, Tuesday the 21st. I am reserving fifteen minutes of time, starting at 10:30 a.m. on that day for the convenience of your City Council, which I trust is satisfactory.

The meeting referred to is to be held in the Green Room on the first floor of the Imperial Hotel, Sixth and Stark Streets.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

February 17, 1950

R. H. Baldock
W. C. Williams

The City Council of the City of Beaverton is scheduled to appear before the State Highway Commission at 10:30 a.m. on Tuesday, March 21, 1950, to discuss the widening of State Highway No. 10 in Beaverton. You have already written the Commission on this subject. See your letter dated February 14, 1950.

Secretary

HBG:ts

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FOR FILING

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Beaverton

4-9

February 14, 1950

Oregon State Highway Commission

Gentlemen:

At the December meeting of the Commission you considered a request of the City of Beaverton for the widening of ORE 10 between Short Street and Cedar Street in Beaverton. You denied the request on the recommendation of the Engineer that, although the project is desirable, there is a greater need of highway improvements elsewhere, and that this job be kept in mind for future consideration.

The Secretary has furnished you a copy of a letter addressed to you on January 31 by Mayor Jeffries, in which he requests reconsideration.

I have nothing further to report on this project as presented at the December meeting, but, owing to the narrowness of the street, as pointed out in the report previously presented to you, I recommend that the City be advised that the Commission realizes the benefits that would accrue and will consider it when additional funds are available.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

EFFRIES
Mayor

COUNCILMEN

M. H. METCALFE
O. S. MARTIN
PAUL S. TAGGART
JOHN WEIBY

City of Beaverton
City Hall — Phone 3552
BEAVERTON, OREGON

C. BRYAN WALKER
~~L. J. BUSSE~~
Recorder-Treasurer

DEPARTMENT HEADS

F. H. GOYT
Superintendent
C. H. MAYFIELD
Chief of Police
DR. C. E. MASON
Health Officer
DAVID E. LOFGREN
Attorney
A. V. OLSON
Fire-Chief

AGENDA
MAR 2 0 1950

34-1057
3377

February 15, 1950

Mr. H. B. Glaisyer,
Secretary, Oregon State
Highway Commission,
Salem, Oregon.

Dear Sir:

In re: Your letter of
Feb. 3, 1950, addressed
to Mayor Jeffries.

In connection with the statements made in the above letter regarding a meeting with the State Engineer and the Highway Commission regarding widening of State Highway No. 10 in Beaverton, we would be pleased to be represented at this meeting and would appreciate your notifying us of the date of same.

Please advise if we may contemplate this joint conference.

Very truly yours,

C Bryan Walker
Recorder

W/m

NOTE TO
DATE 2/12

10:30 AM
Mar. 21, 50

See Baldocks report of 2/14

ANSWERED

RECEIVED
FEB 7 1950
FOR FILING

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February 3, 1950

Hon. H. H. Jeffries
Mayor of Beaverton
Beaverton, Oregon

Dear Mayor Jeffries:

I have just received your letter of January 31, 1950, in which you ask the State Highway Commission to reconsider the action it recently took with respect to widening a portion of Highway No. 10, for a distance of 970 feet, within the city of Beaverton.

In view of the information contained in your letter, I am referring it to the State Highway Engineer, Mr. R. H. Baldock, for such additional investigations as he deems necessary and report to the State Highway Commission. When the Commission has acted on the matter, you will be advised further.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc - Commissioners
R. H. Baldock
W. C. Williams

cc - P. H. Hoyt, Sup't.
City of Beaverton
Beaverton, Oregon

MISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 3, 1950

Hon. H. R. Jeffries
Mayor of Beaverton
Beaverton, Oregon

NOTED
W C WILLIAMS

Dear Mayor Jeffries:

I have just received your letter of January 31, 1950, in which you ask the State Highway Commission to reconsider the action it recently took with respect to widening a portion of Highway No. 10, for a distance of 970 feet, within the city of Beaverton.

In view of the information contained in your letter, I am referring it to the State Highway Engineer, Mr. R. H. Baldock, for such additional investigations as he deems necessary and report to the State Highway Commission. When the Commission has acted on the matter, you will be advised further.

Respectfully yours,

HBGlaisyer

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - Commissioners
R. H. Baldock ✓
W. C. Williams

cc - F. R. Guyt, Sup't.
City of Beaverton
Beaverton, Oregon

Williams
By Chief Engineer
Please take a
look at this yourself

ONERS

COUNCILMEN
M. H. METCALFE
O. S. MARTIN
PAUL S. TAGGART
JOHN WEIBY

City of Beaverton
City Hall — Phone 3552
BEAVERTON, OREGON

C. BRYAN WALKER
~~L. J. BUSSE~~
Recorder-Treasurer

DEPARTMENT HEADS
F. H. GOYT
Superintendent
C. H. MAYFIELD
Chief of Police
DR. C. E. MASON
Health Officer
DAVID E. LOFGREN
Attorney
A. V. OLSON
Fire-Chief

January 31, 1950

Mr. H. B. Glaisyer,
Secretary, Oregon State
Highway Commission,
Salem, Oregon.

Dear Sir:

Referring to your letter of January 26th, replying to our letter of October 11, 1949, concerning State Highway Department assistance in widening portion of Highway No. 10, for a distance of 970 feet within the City of Beaverton.

We appreciate fully the sincerity of the State Highway Engineer's attitude and the basis upon which he made his recommendation, and it is quite natural to assume that the new four lane highway running almost parallel to Highway 10 would eliminate the traffic load thereon, however, such was and is not the case. In fact we were surprised to note that we continue to have a traffic problem on the stretch of highway leading out of town.

We felt that the rerouting of the busses from Tualatin Valley Highway up West Street would be the answer to our worries on Highway 10, however this rerouting only eliminated a very small proportion of bus traffic, and as for regular passenger car and freight equipment there has been little, if any, lessening.

We would therefor request that the request for aid be reconsidered; and, if you feel the problem justifies the expense, perhaps a traffic count could be recorded that would give a true picture of operations over this stretch of highway.

Your kindness in reconsidering this matter will be greatly appreciated.

Respectfully yours,

Mayor

F. H. Goyt.
Superintendent

W/M

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4-e

January 26, 1950

C. Bryan Walker, City Recorder
City Hall
Beaverton, Oregon

Dear Mr. Walker:

In your letter of October 11, 1949, directed to the State Highway Commission, you advise that the City of Beaverton has found it advisable, in the interests of public safety, to widen a portion of State Highway No. 10 within the city limits from Short Street on the east to Cedar Street on the west, a width of six feet, and you inquire if the State Highway Commission will pay the cost of rocking and paving such strip of highway six feet wide by 970 feet long.

As stated in my acknowledgment of October 12, I referred your letter to the State Highway Engineer for investigation and report to the State Highway Commission. The Engineer rendered his report to the Commission at its last meeting. According to the report there is no particular need for the widening at the present time, due to the fact that the recent improvement of the Tualatin Valley Highway through your city, to a four-lane facility, should relieve traffic congestion on the Beaverton-Hillsdale Highway to a large extent. In view of the report, the Commission could not see its way clear to approve your project for immediate undertaking, however, it will be kept in mind for future consideration.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - Fred H. Goyt
Street Superintendent
Beaverton, Oregon

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November 17, 1949

Oregon State Highway Commission

Gentlemen

On October 12, the Secretary referred to you a letter from the Street Superintendent of Beaverton, requesting the State to cooperate in widening of [illegible] (Beaverton-Hillsdale Highway), between Short Street and Cedar Street, a distance of 970 feet.

This street is very narrow, the existing pavement width being 16 feet, and there is considerable congestion. We have, however, recently improved the Tualatin Valley Highway through Beaverton to a four-lane facility, and this should somewhat relieve the congestion on the Beaverton-Hillsdale Highway. Owing to the greater need of highway improvements elsewhere, I do not recommend the widening of [illegible] through Beaverton at this time, but, as the cost is nominal, it would be well to keep it in mind for future consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. H. G. Smith

ASSIGNMENT No. 1452 H.C.H

TION: Let. 10-11-49 from City of Beaverton re widening ortion of state highway from Short Street to Cedar Street

DATE: 10-13-49 ASSIGNED TO: N. G. Smith

☒ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date__________

☐ Estimated cost to State?

REPORT RECEIVED: 11-1-49 me

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM E-30 15M 12-48 27999

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31st, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

With reference to Assignment #1453, request of the City of Beaverton that we cooperate on widening from Short Street to Cedar Street, I am attaching report from Mr. Skelton making some changes in the City's plan and advising it will cost $9,200.00, including that which Beaverton proposes to do which apparently amounts to about $800.00.

Very truly yours,

HGSmith

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30 25M 1-48 28023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 24, 1949

SUBJECT: Widening of State Highway No. 10
City of Beaverton

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Under date of October 17th you wrote advising that the City of Beaverton considered it advisable to widen that portion of State Highway No. 10 extending from Short Street to Cedar Street. You stated that the City would remove all trees and curb now there and would grade the base ready for rocking and paving. You also requested an estimate of cost for submission to the Highway Commission.

In checking over this work it appears advisable to widen on the north side eight feet which would allow a three foot utility zone between the edge of the widening and the sidewalk. On the south side of the existing highway we have a narrow shoulder between it and the railroad slope. This shoulder varies in width to a maximum of about five feet and the Southern Pacific Company has objected to any widening in their embankment.

I am forwarding herewith sketch map prepared by Mr. Broadwell showing typical sections and a plan view from Short Street to Cedar Street. I am also enclosing Mr. Broadwell's estimate of cost on doing this work. You will note that he has shown all work necessary to complete the project, including that which the City of Beaverton proposes to do. This estimate is based on 1 1/2" cover over the existing pavement and 5" of asphaltic concrete and a 7" rock base for the widened section.

Very truly yours,

A. G. SKELTON
Division Engineer

AGS:rl
cc: Mr. H. C. Broadwell

Enc.

[illegible]

BEAVERTON - STATE HIGHWAY NO. 10

HAMILTON AVENUE FROM CEDAR STREET TO SHORT STREET

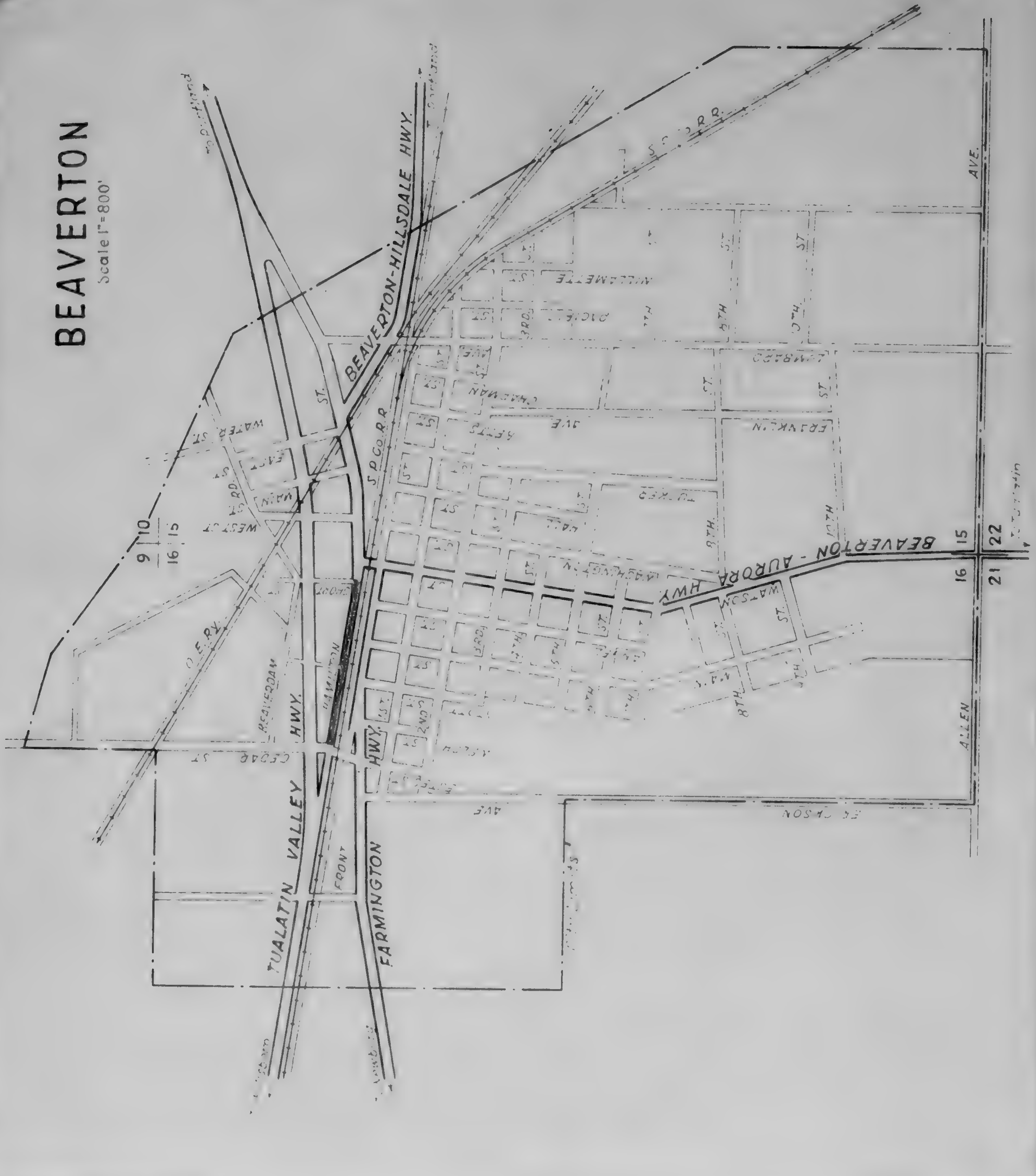
SUMMARY

October 21, 1949

No.	Item	Unit	Amount	Allow.	Total	Unit Cost	Cost
1.	Remove Concrete Curb	Lin.Ft.	775	25	800	0.30	240.00
2.	Driveway Removal	Sq.Yds.	187.9	12.1	200	0.75	150.00
3.	General Excavation, Unclassified	Cu.Yds.	428	42	470	1.00	470.00
4.	3"-0" Rock or Gravel Base	Cu.Yds.	205	20	225	3.00	675.00
5.	3/4"-0" Rock in Levelling Course	Cu.Yds.	35	5	40	3.25	130.00
6.	Class "A" Concrete in Curbs	Cu.Yds.	33.6	1.4	35	60.00	2,100.00
7.	Class "B" Asphaltic Concrete Pavement	Ton	416.9	43.1	460	10.00	4,600.00
				Total			8,365.00
				10% Eng. & Cont.			835.00
							$9,200.00

BEAVERTON

Scale 1"=800'


BEAVERTON-HILLSDALE HWY.
S.P.CO.R.R.
S.P.R.R.
TUALATIN VALLEY HWY.
FARMINGTON HWY.
BEAVERTON-AURORA HWY
ALLEN AVE.
WATER ST.
EAST ST.
MAIN
WEST ST.
3RD ST.
O.E.RY.
CEDAR ST
BEAVERDAM
FRONT
HAMILTON
BROADWAY
WILLAMETTE
PACIFIC
LOMBARD
CHAPMAN AVE
FRANKLIN
TURNER
HALL
WASHINGTON
WATSON ST.
JACKSON AVE
1ST
2ND
3RD
8TH
9TH
10TH
ST.
9
10
16
15
15
22
16
21
Portland

JEFFRIES
Mayor

COUNCILMEN

M. H. METCALFE
O. S. MARTIN
PAUL S. TAGGART
JOHN WEIBY

City of Beaverton
City Hall — Phone 3552
BEAVERTON, OREGON

C. BRYAN-WALKER
[redacted]
Recorder-Treasurer

DEPARTMENT HEADS

F. H. GOYT
Superintendent
C. H. MAYFIELD
Chief of Police
DR. C. E. MASON
Health Officer
DAVID E. LOFGREN
Attorney
A. V. OLSON
Fire-Chief

AGENDA
DEC 19 1949

4-y

October 11, 1949

State Highway Commission,
Salem, Oregon.

Attention: Mr. Chandler

Dear Sir:

The City of Beaverton has found it advisable in the interest of public safety to widen the portion of State Highway No. 10 within the city limits extending from Short Street on the east to Cedar Street on the west, a width of six feet.

The City will remove all trees and curb now there and will grade to base ready for rocking and paving.

We would like to know if the State Highway Commission will assume the expense of rocking and paving this strip of highway approximately 970 feet in length and 6 feet wide. The preliminary work has already begun on this project.

Yours very truly,

Fred H. Goyt
Street Superintendent

C Bryan Walker
Recorder

W/M

RECEIVED
12
STATE HIGHWAY COMMISSION

[illegible]

ACKNOWLEDGED
H. B. GLAISYER

5+C

October 12, 1949

C. Bryan Walker, City Recorder
City Hall
Beaverton, Oregon

Dear Mr. Walker:

This will acknowledge receipt of your letter of October 11, 1949, signed by yourself and Fred H. Coyt, Street Superintendent, advising that the City of Beaverton anticipates the widening of a portion of State Highway #10 from Short Street to Cedar Street, and inquiring whether or not the State Highway Commission will assume the expense of rocking and paving this section, approximately 970 feet long and 6 feet wide, if the City will remove trees and existing curb, and will perform grading work as may be necessary to prepare the section for rocking and paving.

I am referring your letter to the State Highway Engineer for investigation and report to the State Highway Commission. You will be informed when the Commission has acted on the matter.

Yours respectfully,

Secretary
OREGON STATE HIGHWAY COMMISSION

RBQ:fm

cc - The Commissioners
R. H. Baldock
W. C. Williams

336-1703 Amity Section on Woodson & 1950
Oak Sts. in Amity

#3378

John W. Cattrall 1-23-51

In answer to the letter from city of Amity dated Jan. 18-1951 re "pool of water" on Getchell St. I picked up Mr. O.E. Roth city recorder and Mr. Mecher, Chairman on street Committee investigated conditions mentioned in letter.

It was found gravel from Getchell street has been pushed up on paving on Woodson Street and had trapped water, gutters were also clogged with debris and demonstrated to officials that a small amount of shovel work would drain the "pool"

They agreed city had been lax in tending to gutters and would take better care of their drainage. asked them if my visit had answered their complaint and they assured me they were highly satisfied with demonstration and also with job on Woodson & Oak Streets.

H C Ayers.

CITY OF AMITY
OFFICE OF
City Marshall

AMITY, OREGON

NOTED
J. W. CATTRALL

Jan 18th, 1951

John W, Cattrall,
Assistant Engineer
County and City Relations
Salem, Oregon

Dear Sir:

The City of Amity has a problim on there hand which is not to good yet they fell that they were in now way to blame, on Goucher Street from the south at the intersection of Woodson there has stood a pool of water ever since the rains started this fall, the water is soposed to drain east towards the High School and it does on the north side of the pavement,

I notified Mr O.C. Yocom the Contractor who put in the pavement he claims he put in on the grade that the State highway commission gave him, any way it is no fault of the City for the price it cost there should not be any thing of that kind, any way wish you would take a look at it some time when your out this way,

RECEIVED
JAN 22 1951
ENGINEER

Yours Very Truly,

O.E.Roth City Recorder,

OE Roth

No reply necessary
ayers contacted city 1/23/51
see attached memo
gca

CITY OF AMITY
Amity, Oregon

November 7, 1950

Mr. Harold Ayers
Field Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Ayers,

We noticed some time ago that the Woodsen and Oak Street paving project had been formally accepted by the State of Oregon. We want to thank you for your part in making the paving possible in securing State funds.

At the time you were in Amity negotiating on this paving project, you assured us the State would be committed to pay in $10,600. and although Amity had to pay $11,800. that if the total contract amounted to less than $22,400. the difference would be refunded to the City of Amity. The contract was let for $19,197. Since the city finances are in a very strained position, I have been instructed by the City Council to inquire about this refund.

Thank you for any information you can furnish us on this.

Yours very truly,

Frank L. Chambers

Frank L. Chambers
Mayor

11-9-50
Saw Mayor Chambers
and advised him the city
had Rosser to have contract drawn
with a set sum as city share, he said
he remembered the agreement. He read and showed him
OK.
HCA

RECEIVED
NOV 9 1950
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
NOV 9 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1950
FOR FILING

336-1703

ORECON STATE HIGHWAY COMMISSION
(date)
Oct. 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3378	3-final	O. C. Yocom Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16884	2108	$ 697.78	Oct. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 16 1950
a.a. Wahlander

NOTED ON CARD

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3378	3-final	O. C. Yocom Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16884	2108	$ 697.78	Oct. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: None required

Completion Date: Aug. 24, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-16-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

October 4, 1950

Mr. O. E. Roth
City Recorder
Amity, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Contract No. 3378 with O. C. Yocom Co. for grading and paving on the Woodson and Oak Streets section in the City of Amity was completed August 24, 1950, and accepted by the Highway Commission on September 28, 1950.

Under the terms of the agreement dated June 27, 1950, between the Highway Commission and the City of Amity, the maintenance of and continued jurisdiction over the above city streets will be assumed by the City as of the date of completion, August 24, 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

RECEIVED
OCT 3 1950
FOR FILING

336 - 1702

3378

October 3, 1950

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

Please be advised that State Highway Contract No. 3378, for work on the Amity (Woodson & Oak Sts.) City Streets Section in Yamhill County, has been completed by the contractor, O.C.Yocom Co., and that final payment in the amount of $697.78 will be made on or after October 13, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $18,950.45, and that no force account work was performed on the project. This contract was completed August 24 and accepted by the Commission September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. J. S. Laird
Spalding Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
SEP 8 1950
FOR FILING

336-1703

3377

September 8, 1950

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to O. C. Yocom Co., on contract No. 3378, covering the Amity (Woodson and Oak Sts.) Section in Yamhill County, This payment, in the amount of $10,736.77, will be made on or after September 18, 1950. The retained percentage is $750.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. J. S. Laird
Spalding Bldg.
Portland 4, Oregon

NOTED ON CARD

9-5-50

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 26, 1950

Section Amity(Woodson and Oak Sts)
Kind of work Grading and Paving
Highway City Streets
Section prefix 336-1703
Contractor O C Yocom Co.
Contract number 3378
Date of contract July 11, 1950
Date of completion Sept 30, 1950
Date work started July 18, 1950
Estimated date of completion Aug 31, 1950
Amount of contract $19,197.
Per cent of time elapsed 56%
Estimated cost of completed project, exclusive of engineering $19964.00
Per cent of contract completed, based on total contract price %
Engineering cost to date $657.71, 3.3%
Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor did a little work on approaches to paved sections. Has not cleaned up debris and piles of excavated materials.

Engineers computing quantities and on other jobs.

✓ V

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

NOTED
B. A. MARTIN

NOTED
E. [illegible]

Signed P P Whitmore
Address Res Engr

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.227	0.227			
Miles partially completed					
Miles completed	0.227	0.227			
Total estimated quantities	2,000	2000			
Estimated quantities moved or placed to date	1800	1800			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			Suspended Work
Monday			Moved to other jobs
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 41608

Form E-1—5M—7-49

6 - 12

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 19, 1950

Section Amity (Woodson and Oak Streets)

Kind of work Grading and Paving

Highway City Streets

Section prefix 336 - 1703

Contractor O. C. Yocom Co.

Contract number 3378

Date of contract July 11, 1950

Date of completion Sept. 30, 1950

Date work started July 18, 1950

Estimated date of completion Sept. 30, 1950

Amount of contract . . . . $ 19,197.00

Per cent of time elapsed 50 %

Estimated cost of completed project, exclusive of engineering . . . . $ 19,964.88

Per cent of contract completed, based on total contract price . . . . 95 %

Engineering cost to date $ 604.99, 3.2 %

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Poured concrete driveways Monday, completing all concrete work.

Contractor surfaced the streets 3/4" - 0 course and started paving Asphaltic Concrete Thursday, August 17 ~~49~~ - laying one 1½" course thru the entire project. Laid second 1½" course Friday, August 18 th, completing the paving and completing the project.

Engineers supervising work, checking materials.

RECEIVED

NOTED
E. [illegible]

Signed PP Whitmore

Address Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.227	0.227			0.227
Miles partially completed					
Miles completed	0.227	0.227			0.227
Total estimated quantities	2,000	1,720			710 Tons
Estimated quantities moved or placed to date	1,800	1,500			680 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			1
Hours per shift		8			8
Average force on project for week		4			10

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers .... Paying Machine 1 . . Trucks 3, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	"		
Tuesday	Clear, Warm		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

State Printing Dept. 32571

NOTED
J. W. CATTRALL

8-17-50

John W. Cattrall-

Stopped today in Amity as asphaltic Concrete was being laid. The first lift was practically completed only approximately a 60 foot strip 10' wide left to pave.

The base was very loose, so loose it was impossible to put the roller on, while asphalt was hot, as base rock was moving with the roller. In several places the base rock was on top of the asphalt.

It was evident no water had been used nor had base been rolled ahead of the paving operation.

H. C. A.

RECEIVED
AUG [illegible]
FOR FILING

336-1703

3378

August 7, 1950

O. C. Yocom Company
P. O. Box 566
McMinnville, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3378, which was awarded to you on July 11, 1950, by the State Highway Commission, covering Grading and Paving on City Streets in Amity (Woodson & Oak Streets) in Yamhill County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

NOTED
J. W. CATTRALL

July 25, 1950

Mr. Frank L. Chambers, Mayor
Amity, Oregon

Dear Sir:

The Highway Commission at its July 10-11 meeting awarded a contract to O. C. Yokom Company of McMinnville, Oregon, for the construction of the Woodson and Oak Streets section in Amity. The contract calls for 0.22 mile of grading and paving on Woodson and Oak Streets and is to be completed on or before September 30, 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:[illegible]

Salem, Oregon
July 24, 1950

Mr. S. H. Probert
Office Engineer

Mr. F. D. Eason
Division Engineer

NOTED
J. W. CATTRALL

Attached hereto is one unexecuted copy each of agreements with the Cities of Brownsville and Amity covering $250,000 city allotment projects in those cities. Distribution of copies of these agreements is as follows:

Secretary, Highway Commission	1 each
City concerned	1
County & City Relations Dept.	1 each
Division No. 2	1 each
Office Engineer	1 each

John W. Cattrall
Engineer, County and City Relations

RHP:MM
Att.

cc: Mr. L. H. Warfield

RECEIVED
1950
FOR FILING

7 236-1702
3378

July 18, 1950

Mr. O. E. Roth, City Recorder
City Hall
Amity, Oregon

Dear Sir:

We are enclosing herewith, for the records and files of your City, a fully executed copy of an agreement between the State of Oregon, by and through its State Highway Commission, and the City of Amity, covering improvement of city streets in connection with the $250,000 city allotment project.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm
encl. 1

RECEIVED
JUL 13 1950
FOR FILING

336-1703

3378

July 13, 1950

O. C. Yocom Company
Box 566, Pacific Hwy. North
McMinnville, Oregon

Gentlemen:

The State Highway Commission on July 11, 1950 awarded you Contract No. 3378 for grading and paving on the Amity Section (Woodson and Oak Streets) in Yamhill County. This award was based on your low bid of $19,197.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

Form A-150—5M—8-49

NOTED
J. W. CATTRALL

INVOICE

Oregon State Highway Commission

SALEM, OREGON

Invoice No.	17005
Date	July 3, 1950
Your Req. No.	
Billing Request No.	CO-13
Credit distribution:	396-3700-399

City of Amity
Amity, Oregon

Attn: O. T. Roth, City Recorder

Special City Allotment Project covered by agreement signed by City on June 27, 1950.

Agreed city share of cost to reconstruct Woodson Street from Trade to Oak Street and Oak Street from Woodson to Nursery Street.

$ 11,800.00

RECEIVED
JUL 5 1950
ENGINEER
COUNTY [illegible] RELATIONS

CKNOWLEDGMENT OF BILLING REQUE

[illegible] with Request: $ 11,800^{00}

By O B Taylor

State Printing Dept. 33936

Salem, Oregon
June 28, 1950

Mr. W. C. Williams
OFFICE

NOTED
J. W. CATTRALL

Herewith three copies of an agreement covering the $250,000 city allotment project in the City of Amity approved by the Highway Commission March 21, 1950. Two copies of this agreement have been signed by the proper city officials and are now ready for presentation to the Commission.

A certified check in the amount of $11,800 in full payment of the City's share of the total cost of the project has been received and forwarded to Mr. Glaisyer.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Office Engineer

RHP:MM
Att.

June 28, 1950

Mr. Frank L. Chambers
Mayor, City of Amity
Amity, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

This is to acknowledge receipt of two copies, executed by the City of Amity, of an agreement covering the special city allotment project on Woodsen and Oak Streets--also, the receipt of a certified check in the amount of $11,800 in full payment of the City's share of the total cost of this project. As soon as the agreements have been signed by the Commission, a duly executed copy will be returned for the City's records.

Thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

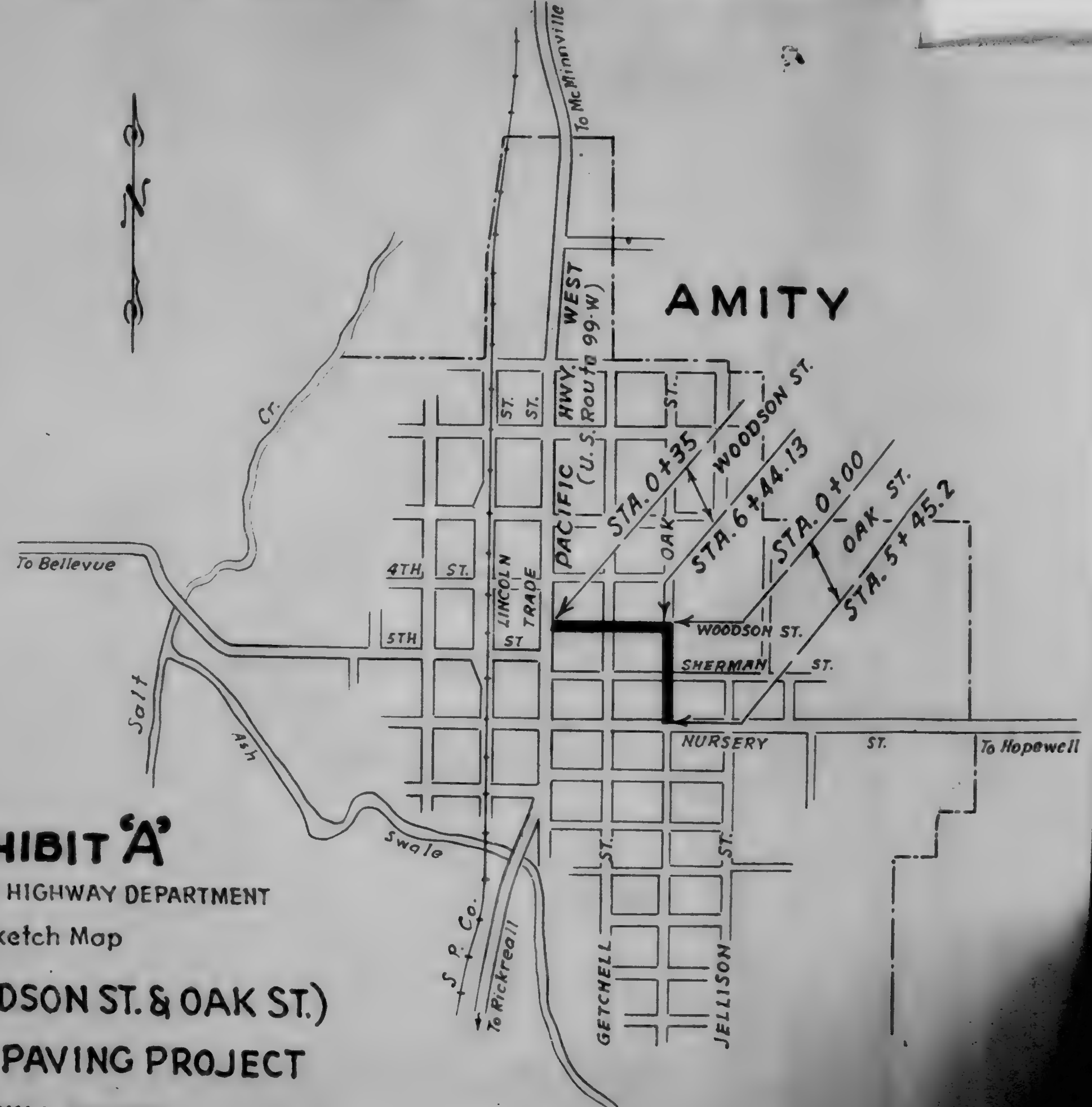

AMITY
N
To McMinnville
PACIFIC HWY. WEST
(U.S. Route 99-W)
STA. 0+35
WOODSON ST.
STA. 6+44.13
OAK
STA. 0+00
OAK ST.
STA. 5+45.2
WOODSON ST.
SHERMAN ST.
NURSERY ST.
To Hopewell
LINCOLN ST
TRADE ST
4TH ST.
5TH
To Bellevue
Cr.
Salt
Ash
Swale
S. P. Co.
To Rickreall
GETCHELL ST.
JELLISON ST.

EXHIBIT "A"

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

AMITY (WOODSON ST. & OAK ST.)
GRADING & PAVING PROJECT

YAMHILL COUNTY

Scale: 1" = 800'   June, 1950

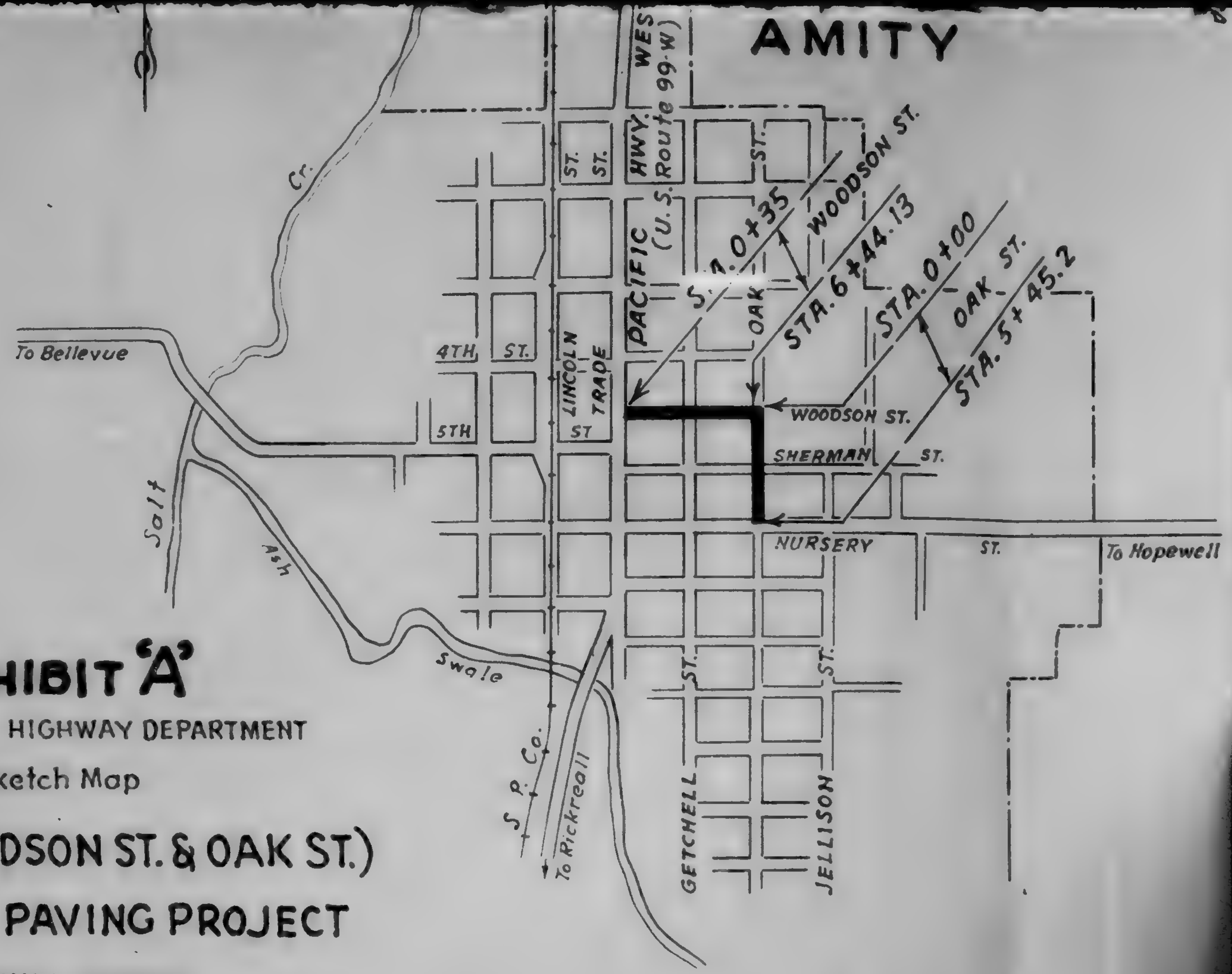

AMITY
To Bellevue
Salt
Cr.
Ash
Swale
S. P. Co.
To Rickreall
4TH ST.
5TH ST.
LINCOLN ST.
TRADE ST.
PACIFIC HWY. WES
(U. S. Route 99-W)
STA. 0+35
WOODSON ST.
OAK ST.
STA. 6+44.13
STA. 0+00
OAK ST.
STA. 5+45.2
WOODSON ST.
SHERMAN ST.
NURSERY ST.
To Hopewell
GETCHELL ST.
JELLISON ST.

EXHIBIT 'A'

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

AMITY (WOODSON ST. & OAK ST.) GRADING & PAVING PROJECT

YAMHILL COUNTY

Scale: 1" = 800'   June, 1950

DRG. NO. 10C-3-6

NOTE:

This drawing to be accompanied by Profile (Drg. No. 10C-3-7) and Standard Drg. No. 2050

OREGON STATE HIGHWAY DEPARTMENT

Located Line

AMITY CITY SECTION
WOODSON and OAK STREETS

YAMHILL COUNTY

U.S.G.S. Datum June 1950

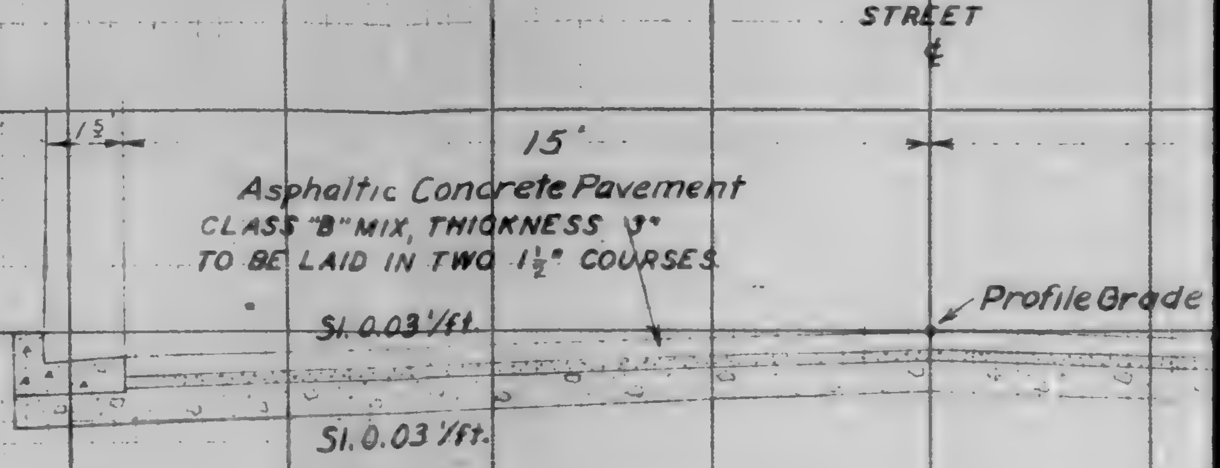
Scale {Horiz. 1" = 50' / Vert. 1" = 5'}

DRG. NO. 10C-3-7

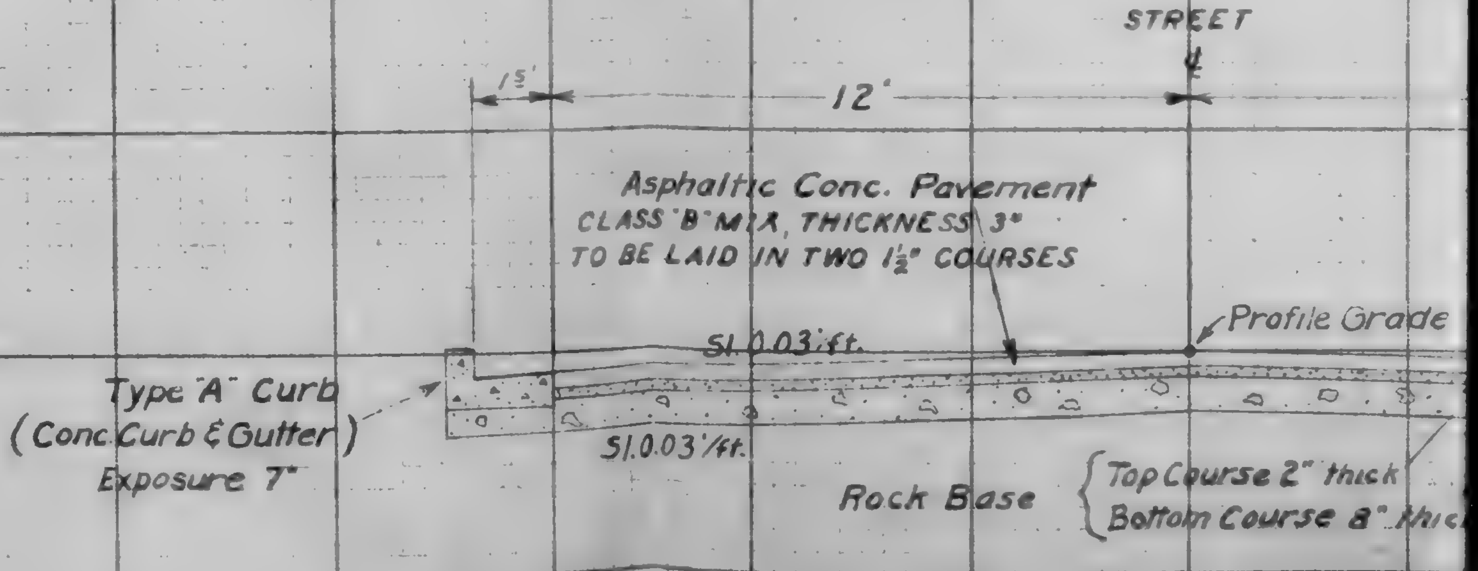
NOTE:
This drawing to be accompanied by Sketch Map (Drg. No. 10C-3-6) and Standard Drg. No. 2050

EXHIBIT 'B'

TYPICAL SECTION

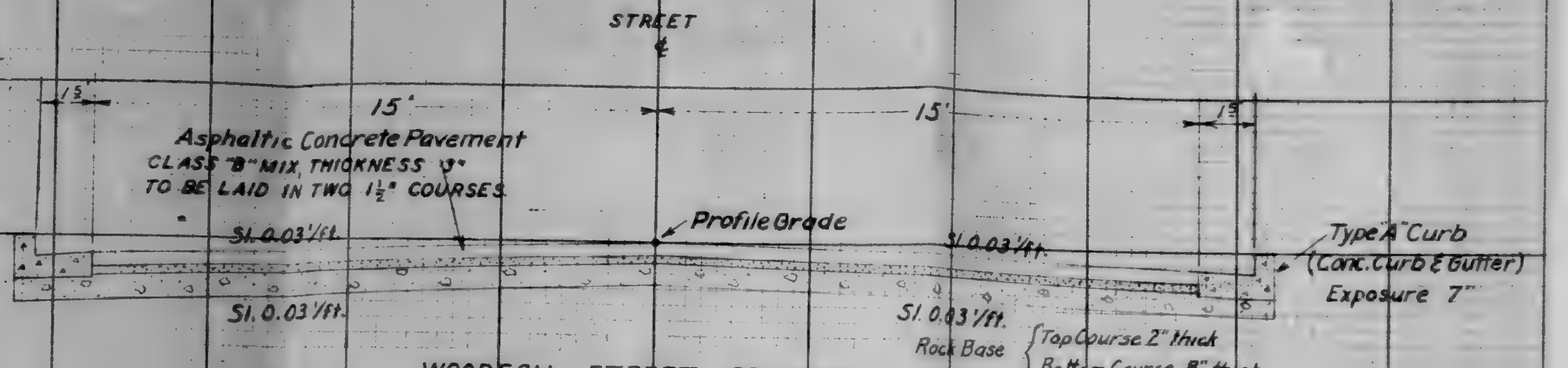

STREET ℄
1.5'
15'
Asphaltic Concrete Pavement
CLASS "B" MIX, THICKNESS 3"
TO BE LAID IN TWO 1½" COURSES
Profile Grade
Sl. 0.03'/ft.
Sl. 0.03'/ft.

WOODSON STREET SECTION

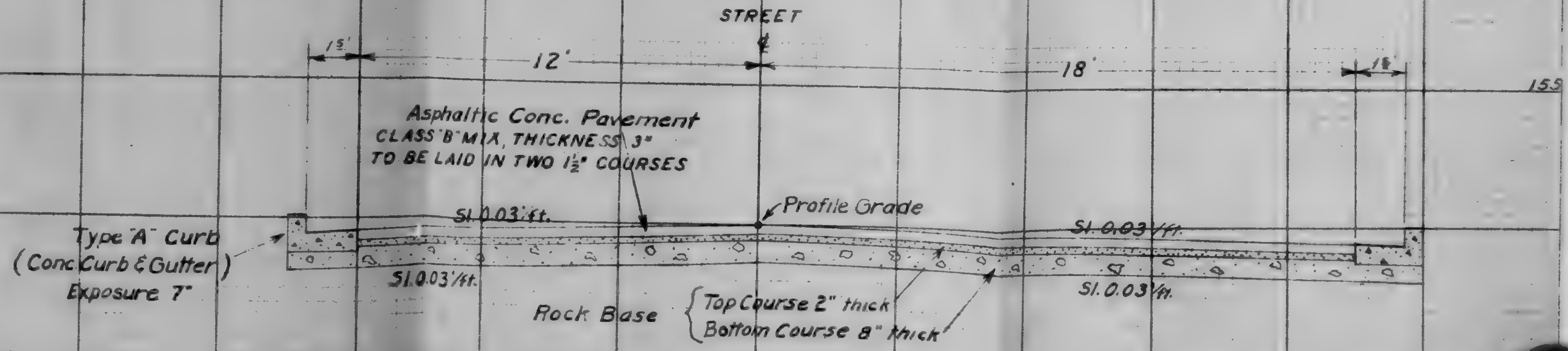

STREET ℄
1.5'
12'
Asphaltic Conc. Pavement
CLASS "B" MIX, THICKNESS 3"
TO BE LAID IN TWO 1½" COURSES
Profile Grade
Sl. 0.03'/ft.
Sl. 0.03'/ft.
Type "A" Curb
(Conc. Curb & Gutter)
Exposure 7"
Rock Base {Top Course 2" thick / Bottom Course 8" thick}

OAK STREET SECTION

TYPICAL SECTIONS


STREET ℄
15'
15'
1.5'
1.5'
Asphaltic Concrete Pavement
CLASS "B" MIX, THICKNESS 3"
TO BE LAID IN TWO 1½" COURSES
Profile Grade
Sl. 0.03'/ft.
Sl. 0.03'/ft.
Type "A" Curb
(Conc. Curb & Gutter)
Exposure 7"
Sl. 0.03'/ft.
Sl. 0.03'/ft.
Rock Base
Top Course 2" thick
Bottom Course 8" thick
165

WOODSON STREET SECTION


160
STREET ℄
1.5'
12'
18'
1.5'
155
Asphaltic Conc. Pavement
CLASS "B" MIX, THICKNESS 3"
TO BE LAID IN TWO 1½" COURSES
Profile Grade
Sl. 0.03'/ft.
Sl. 0.03'/ft.
Type "A" Curb
(Conc. Curb & Gutter)
Exposure 7"
Sl. 0.03'/ft.
Sl. 0.03'/ft.
Rock Base
Top Course 2" thick
Bottom Course 8" thick

OAK STREET SECTION

AMITY CITY SECTION
WOODSON and OAK STREETS

YAMHILL COUNTY

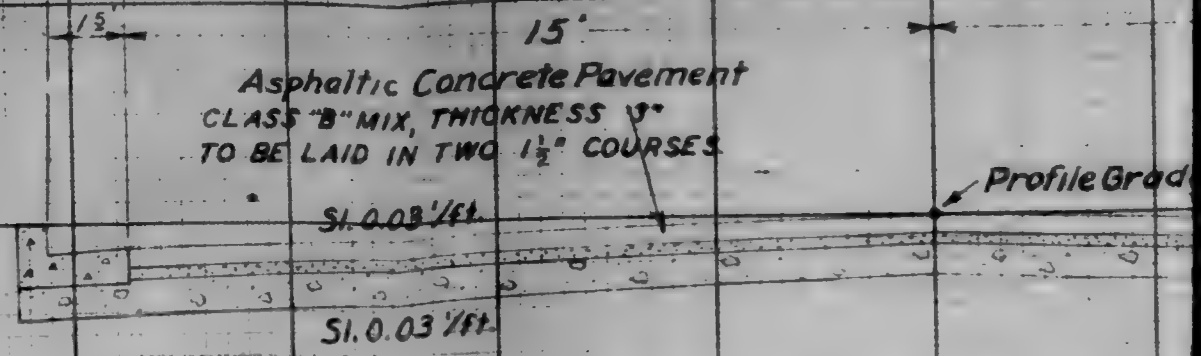
U.S.G.S. Datum June 1950

Scale {Horiz. 1" = 50'
{Vert. 1" = 5'

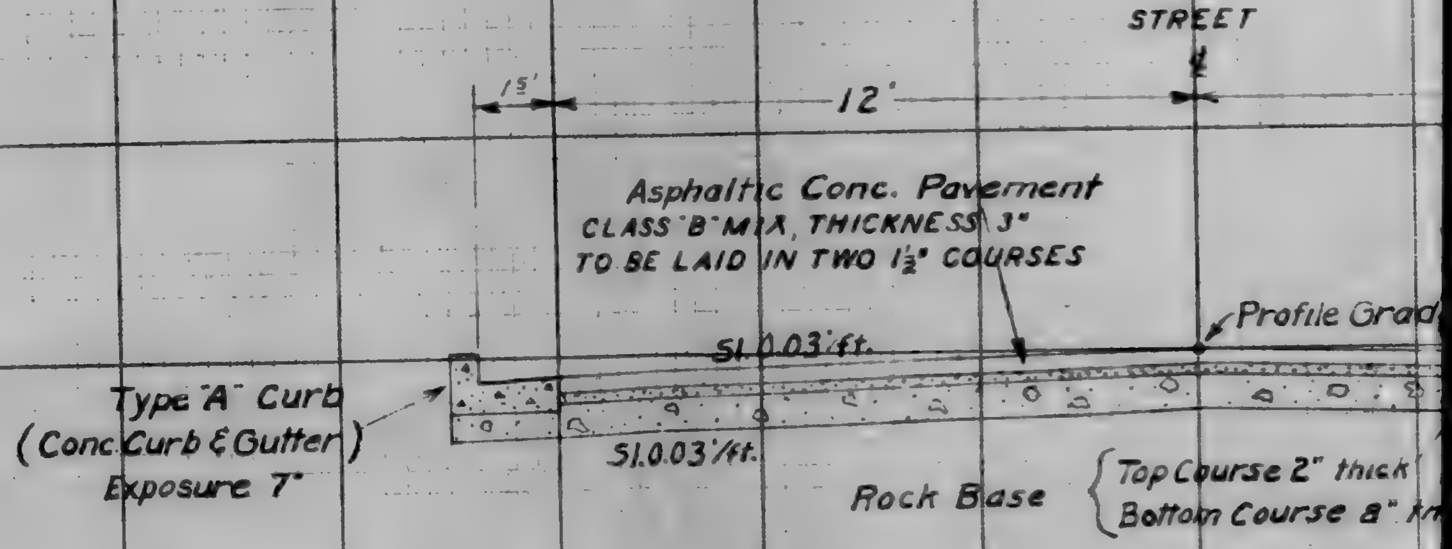
DRG. NO. 10C-3-7

NOTE:
This drawing to be accompanied by Sketch Map (Drg. No. 10C-3-6) and Standard Drg. No. 2050

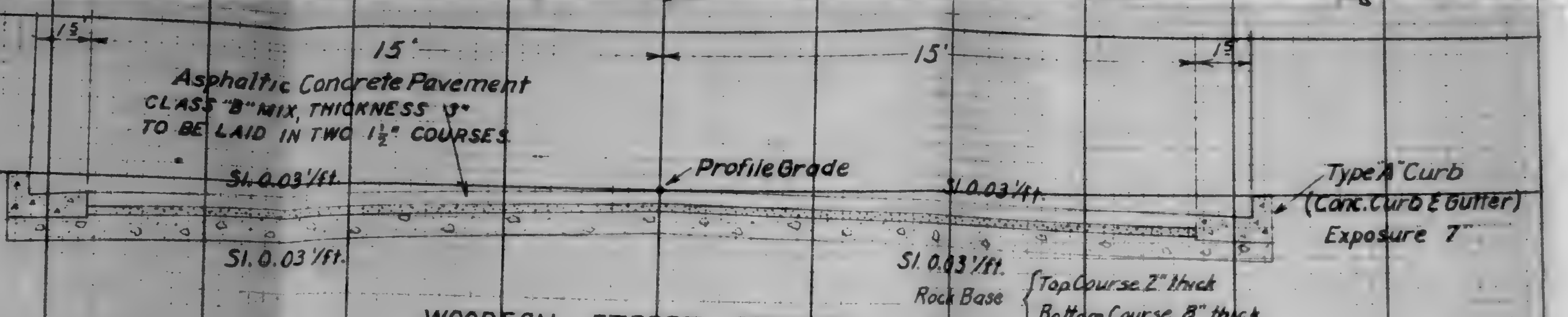
EXHIBIT "B"


1.5'
15'
Asphaltic Concrete Pavement
CLASS "B" MIX, THICKNESS 3"
TO BE LAID IN TWO 1½" COURSES
Profile Grad
Sl. 0.03'/ft.
Sl. 0.03'/ft.

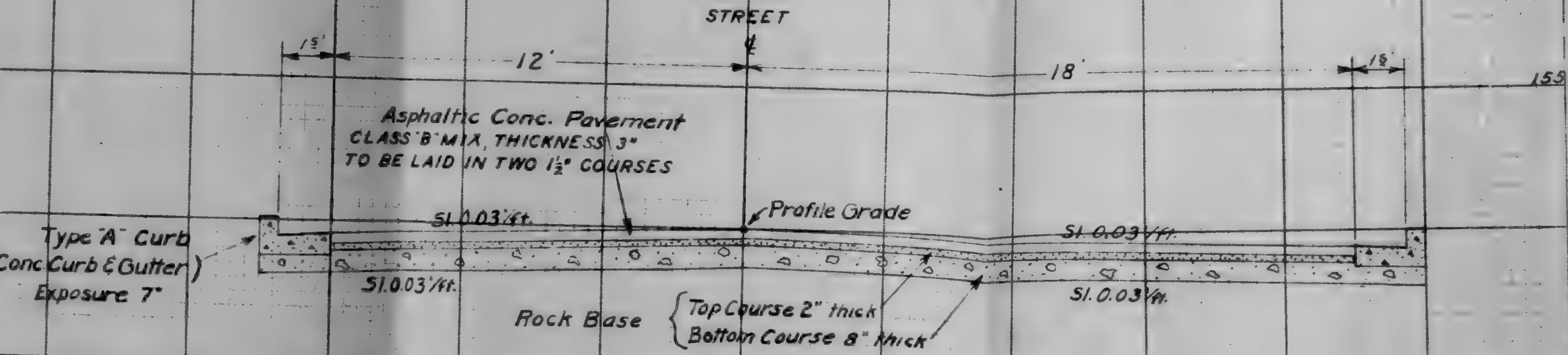
WOODSON STREET SECTIO


STREET
℄
1.5'
12'
Asphaltic Conc. Pavement
CLASS "B" MIX, THICKNESS 3"
TO BE LAID IN TWO 1½" COURSES
Profile Grad
Sl. 0.03'/ft.
Type "A" Curb
(Conc. Curb & Gutter)
Exposure 7"
Sl. 0.03'/ft.
Rock Base
Top Course 2" thick
Bottom Course 8" th

OAK STREET SECTION


15'
15'
1.5'
1.5'
Asphaltic Concrete Pavement
CLASS "B" MIX, THICKNESS 3"
TO BE LAID IN TWO 1½" COURSES
Profile Grade
Sl. 0.03'/ft.
Sl. 0.03'/ft.
Sl. 0.03'/ft.
Sl. 0.03'/ft.
Type "A" Curb
(Conc. Curb & Gutter)
Exposure 7"
Rock Base
Top Course 2" thick
Bottom Course 8" thick

WOODSON STREET SECTION


STREET
℄
1.5'
12'
18'
1.5'
Asphaltic Conc. Pavement
CLASS "B" MIX, THICKNESS 3"
TO BE LAID IN TWO 1½" COURSES
Profile Grade
Sl. 0.03'/ft.
Sl. 0.03'/ft.
Sl. 0.03'/ft.
Sl. 0.03'/ft.
Type "A" Curb
(Conc. Curb & Gutter)
Exposure 7"
Rock Base
Top Course 2" thick
Bottom Course 8" thick
165
160
155

OAK STREET SECTION

RECEIVED
FOR FILING
FORM E-50

files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 28, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Enclosed is the City of Amity's Certified Check No. 32 payable to the Oregon State Highway Commission in the amount of $11,800. This check is in full payment of the city's share of the special city allotment project on Woodsen and Oak Streets as covered by an agreement signed by the City of Amity on June 27.

Please attach the enclosed request for outside billing to this check when forwarding to the Accounting Department.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Field Engineer

JFH:MM
Encl.

[illegible]
6-29-50

REFERRED TO
[illegible]
BY SECRETARY

CITY OF AMITY
Amity, Oregon

June 27, 1950

NOTED
J. W. CATTRALL

Mr. John W. Cattrall
Engineer, County and City Relations
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Cattrall,

Enclosed is the city's certified check in the amount of $11,800. and the two copies of the contract which we have signed, as you have requested.

Thank you very much for your assistance in making this paving project possible.

Yours very truly,

Frank L Chambers
Frank L. Chambers
Mayor, City of Amity

RECEIVED
JUN [illegible] 1950
[illegible] ER
ATIONS

June 21, 1950

Mr. Frank L. Chambers, Mayor
Amity, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

The State Highway Commission plans to call for bids at its July meeting for the improvement of portions of Woodsen Street and Oak Street in the City of Amity. Enclosed are two copies of an agreement covering this project. This agreement is in accordance with the special city allotment project as requested by the City and approved by the State Highway Commission.

Your attention is called to paragraph (h) on page 3 which provides that the City shall deposit with the State $11,800 at the time the City executes this agreement. Your letter of May 25 indicates this deposit has the approval of the City Council. Please make this deposit by means of a certified check payable to the Oregon State Highway Commission.

As the contract will not be awarded until the signed agreement and advance deposit are in our hands, it would be appreciated if you could return both copies of the agreement, signed by the Mayor and City Recorder with their signatures attested by a third party, along with the above mentioned certified check to this office prior to June 30. After signature by the State Highway Commission, a duly executed copy of the agreement will be returned for the City's records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MH
Encl.

CITY OF AMITY
Amity, Oregon

NOTED
J. W. CATTRALL

May 25, 1950

Mr. Harold C. Ayers
Field Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Ayers,

On May 11 we sent you a letter in regard to financing Amity's share of the proposed paving project in our city which the State Highway Commission is handling. To date we have not received a reply.

According to the last information we have, Amity's share is $11,800. which we will be prepared to send you upon short notice. Please let us know the exact amount we should send, who to send the funds to, and the approximate time we should send them.

A reply at your earliest convenience so that we can make the necessary financial arrangements would be greatly appreciated.

Yours very truly,

Frank L Chambers

Frank L. Chambers
Mayor

cc: Highway Commission

5-31-50
advised F L Chambers
by telephone [illegible]
& city [illegible]
[illegible]
would request funds
on June 5, 1950
HCA

RECEIVED
MAY 29 1950
ENGINEER
COUNTY & CITY RELATIONS

NOTED
J. W. CATTRALL

Salem, Oregon
May 23, 1950

Mr. H. G. Smith
Construction Engineer

Attention: Mr. E. A. Pease

I am returning herewith the field data for the special allotment project in the City of Amity.

I have gone over the project and it appears to be consistent with the project as originally proposed. It is recommended that Mr. O'Neil check the quantities and prices as the total estimated cost shown in this field data is slightly above that originally authorized and does not include any preliminary engineering. After these prices have been checked if the amount is still above that authorized, we will have to contact the city of Amity as they are participating in this cost.

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Encl.

cc: Mr. Virgil O'Neil

CITY OF AMITY
Amity, Oregon

May 2, 1950

NOTED
J. W. CATTRALL

May 11 1950

Mr. Harold Ayers
Field Engineer
State Highway Commission
Salem, Oregon

c/o Cattrall

Dear Mr. Ayers,

As you requested the other day when you were down, the question of taking the dirt with the gravel in excavating Oak and Woodsen Streets was discussed at our regular Council meeting May 1. Considering the small amount of gravel to be salvaged, it was decided to authorize the State to call for bids on the basis of taking the dirt and the gravel all at once, or any way that would be easiest. The excavated dirt would be deposited in fill positions on city streets a distance of seven blocks or less from the center of the proposed project.

The City also authorizes the bids to provide paving Oak Street including curb, to the property line on the west side of the street, without any sidewalks installed.

Financing the City's share of the project has now been assured, and we will be ready to send you the $11,800. within a short time. It would be very much appreciated if you would let us know the exact amount, and who to send the funds to, and the approximate time we should send them.

Yours very truly,

Frank L. Chambers

Frank L. Chambers
Mayor

RECEIVED
MAY 12 1950
ENGINEER
COUNTY & CITY RELATIONS

[illegible]
Harold C. Ayers

NOTED
J. W. CATTRALL

April 4, 1950

Mr. O. E. Roth
City Recorder
Amity, Oregon

Dear Sir:

The State Highway Commission at its March 20-21 meeting approved a project in the City of Amity to be constructed from the $250,000 city allotment as provided by Chapter 149, Oregon Laws 1949. However, the proposed loan by the Highway Commission to the City of Amity was not approved. Therefore, the approval of the project is based only on the condition that the city can finance its share of the cost of construction.

Said project as approved provides for grading, constructing curbs, placing base rock and bituminous pavement on Woodsen Street from Trade Street to Oak Street and on Oak Street from Woodsen Street to 6th Street. The city is to participate in the cost of the construction in the amount of $11,600.

You will be contacted at a later date to work out details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

RHP:MM

FORM E-123X 25M 10-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 15, 1950

RECEIVED
MAR 16 1950
ENGINEER
COUNTY & CITY RELATIONS

Oregon State Highway Commission

Gentlemen:

Mr. Glaisyer has furnished you a copy of a letter from the City of Amity, requesting a loan of $8,000 to help the City finance a project under the 1950 special State Tax Street Fund.

The City of Amity has a project which is qualified for improvement under this fund, and the estimated cost is $22,400, of which amount the State would furnish $10,600 and the City $11,800.

You will note that the City requests four years to pay off the loan. It is my opinion that the loaning of money to cities for cooperation in such projects would tie up state highway funds that are needed for other improvements of state highways. If a precedent is established, many cities throughout the state will undoubtedly request such a loan.

This matter really is one for determination by the Commission as its policy and does not definitely require engineering recommendation. I do believe, however, that such a procedure would become bothersome as well as inimical to the State's program, and I would recommend denial.

This matter will be on the next agenda.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

NOTED
J. W. CATTRALL

cc Mr. W. C. Williams
Mr. John W. Cattrall

J. F. HAGEMANN

FORM E-125X 20M 8-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 13, 1950

Hon. Frank L. Chambers
Mayor of the City of Amity
Amity, Oregon

NOTED
J. W. CATTRALL

Dear Mayor Chambers:

This is to acknowledge receipt of your letter of March 10, inquiring as to the possibilities of securing a loan of state highway funds in the amount of $[illegible],000 to assist the city in financing its share of the cost of paving [illegible] and Oak Streets in your city.

Your letter will be brought to the attention of the State Highway Commission, and you will be advised of the action taken thereon.

Respectfully yours,

HBGlaisyer
Secretary
Oregon State Highway Commission

HBG:ts

cc - Commissioners
R. H. Baldock
[illegible] C. Williams
J. W. Cattrall

RECEIVED
MAR 14 1950
[illegible]

COPY

CITY OF AMITY
Amity, Oregon

March 10, 1950

State Highway Commission
Salem, Oregon

Dear Sirs,

In the application for state emergency funds for paving Woodsen and Oak Streets in Amity, the preliminary estimate calls for the city providing approximately $10,300. plus $1,500. for curbs. The State would provide approximately $10,600, if the project is approved.

Financing this $11,800. poses a problem for a small city such as Amity. We would be able to pay about $3,800. from state street funds money we have accumulated. The other $8,000 we would have to borrow, and if possible we would like to keep away from bonding the city since this involves elections which are costly in time and money, and might not get past the polls and thus lose all the effort we have put into it.

We are writing to you at the suggestion of the League of Oregon Cities, in hopes that if the project is approved, we might borrow the $8,000. from the Commission, secured by an assignment of half of our State street fund money due us. We would prefer to pay this off in four years, at the rate of $2,000. annually plus interest. Our share of the gasoline taxes is approximately $4,000. annually. This way we could continue to maintain streets, and still pay for the paving.

Your consideration of this proposal will be very much appreciated.

Yours very truly,

/s/ Frank L. Chambers

Frank L. Chambers
Mayor

[illegible]

CITY OF AMITY
Amity, Oregon

NOTED
J. W. CATTRALL

February 25, 1950

Mr. Harold C. Ayers
Field Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Ayers,

Your preliminary estimate of the Oak and Woodsen Street paving project of February 14 was submitted to a Special Meeting of the City Council last night.

The Council voted to proceed with the project on the basis of this estimate and hereby authorize the State to take whatever action necessary. The Council also voted to construct the curbs with aprons, adding an additional $1,500. estimated cost to the preliminary estimate. As it now stands, the State's share would be an estimated $10,598.25, and the City's share an estimated $11,736.75.

As we understand it, the city must have available at the time the contract is accepted by the State, the entire $11,736.75 or less if the contract is let for a lower figure. It would be very much appreciated if you could give us a rough idea about how soon this would be.

Thanks again for your generous cooperation.

Yours very truly,

Frank L. Chambers

Frank L. Chambers
Mayor

RECEIVED
FEB 27 1950
ENGINEER
COUNTY [illegible]

Preliminary Estimate

Amity 2-14-'50.

Woodson Street from Drake Street to Oak Street.
Oak Street from Woodson Street to 6th Street
a distance of approximately 0.23 miles

Reconstruct 22' width, place 3" of asphaltic Concrete.

Excavation Common	1050 cyds.	$1.25	$1312.50
3"-0 in base	900 cyds	2.50	$2250.00
3/4"-0 in base	200 cyds	4.00	800.00
asphaltic Concrete	535 tons	9.00	4815.00
Grade preparation	0.23 mile	1000.	230.00
adjust catch basins	4 ea @ 75		300
			9707.50
			970.75
State ~~$10,600.~~ $11,000			250.00
			~~$10,598.25~~
			$10,938.25

Reconstruct 11' additional, place curbs + 3" asphaltic Concrete

Excavation common	550 cyds.	$1.25	$687.50
3"-0 in base	300 cyds	2.50	750.00
3/4"-0 in base	140 cyds	4.00	560.00
asphaltic Concrete	305 tons	9.00	2745.00
Concrete curbs	~~84 cyds~~	50.00	~~4200.00~~
	115 cyds	50.00	5750.00
		10492.50	~~8942.50~~
		1049.25	894.25
City ~~$10,600.~~ $11,600.		400.00	400
		11,941.75	10,236.75

CITY OF AMITY
Amity, Oregon

February 8, 1950

Mr. Harold C. Ayers
Field Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Ayers,

Your preliminary estimate of the street improvement in Amity was presented to the Amity City Council at our regular meeting February 6 in accordance with your request.

After going over the figures, some of the council members on the road committee were of the opinion that the specifications were the same as state highways, but that the use of heavy trucks would not be general on our streets as they of course are on the highways. Another estimate we had for the same job was considerably below yours, and they felt that if we put in less base, smaller curbs, and a 33' roadway, the cost could be held down. However, rather than tell you how the road should be built, if you figured the load per axle would be relatively light you could figure on a less substantial road, and cut where it would be best.

If you plan to come over to Amity again, we would appreciate knowing a few days in advance so that some of the road committee might meed with you. In general they are enthusiastic about the improvement, but financing in Amity has always been a very difficult job.

Thanks so much for your cooperation, and we certainly hope something can be worked out to our mutual satisfaction.

Yours very truly,

Frank L Chambers

Frank L. Chambers
Mayor

NOTED
J. W. CATTRALL

Project No. 11

AMITY
Yamhill County
Population: 709
Division II

Previous Projects

1948: None
1949: None

Proposed Project

1950: Grade, construct curbs, place base rock and asphaltic concrete pavement 33' in width on Woodsen Street from Trade to Oak Street; Oak Street from Woodsen Street to 6th Street, a distance of approximately 0.23 mile.

City to participate in cost of construction.

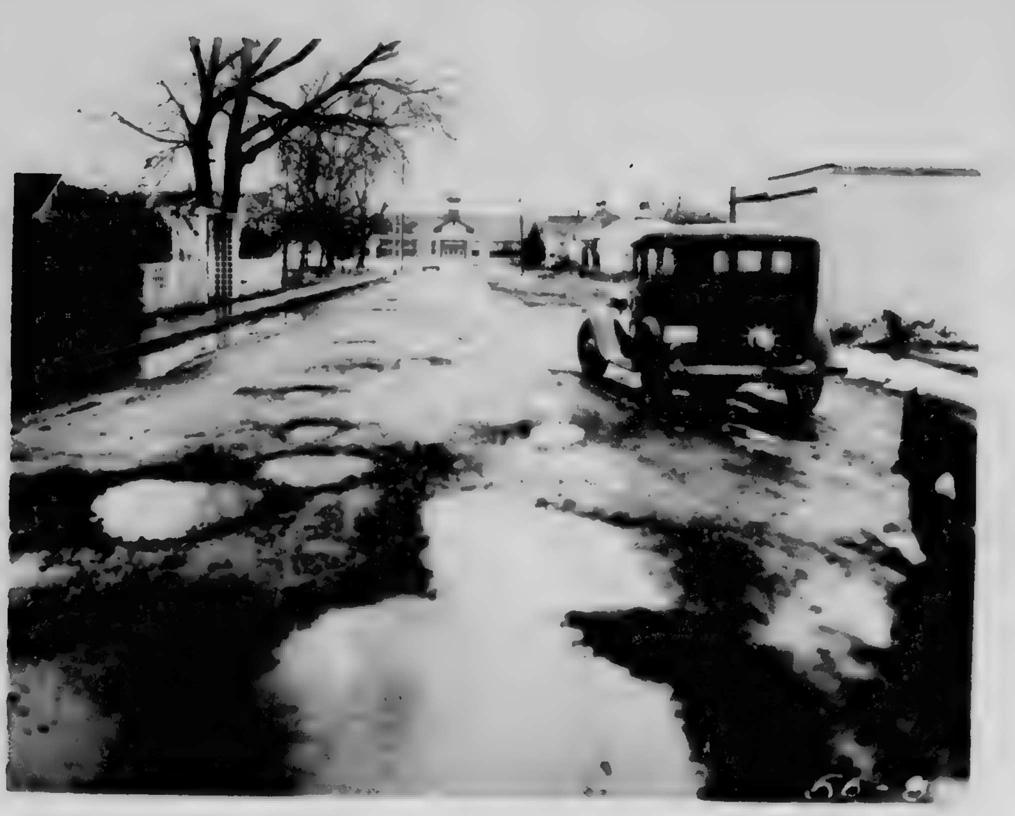
Cost (Estimated)		
State	City	Total
$11,000.00	$11,600.00	$22,600.00

* * * * * * * * * * * * * * *

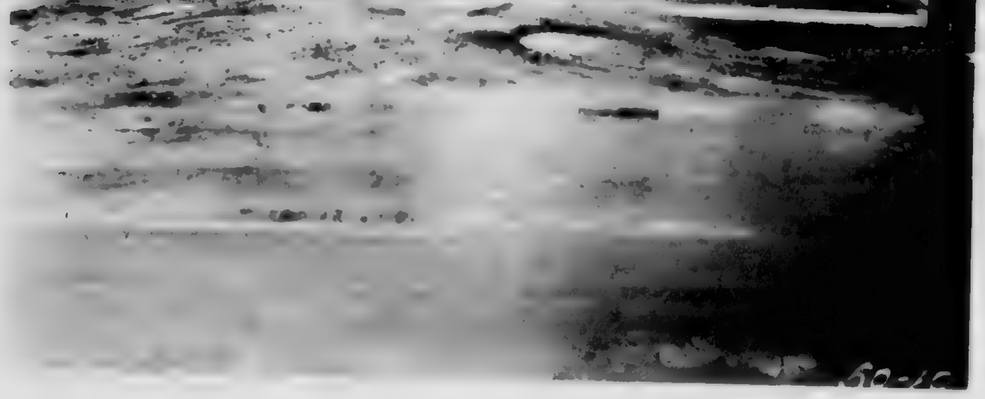
Application for improvement of streets based on use by many school buses hauling students to consolidated school and used by trucks and other vehicles to by-pass main part of town.

Recommendation

This project qualifies and is recommended for approval.



Amity
Woodsen Street at Trade Street
Looking East 2/7/50



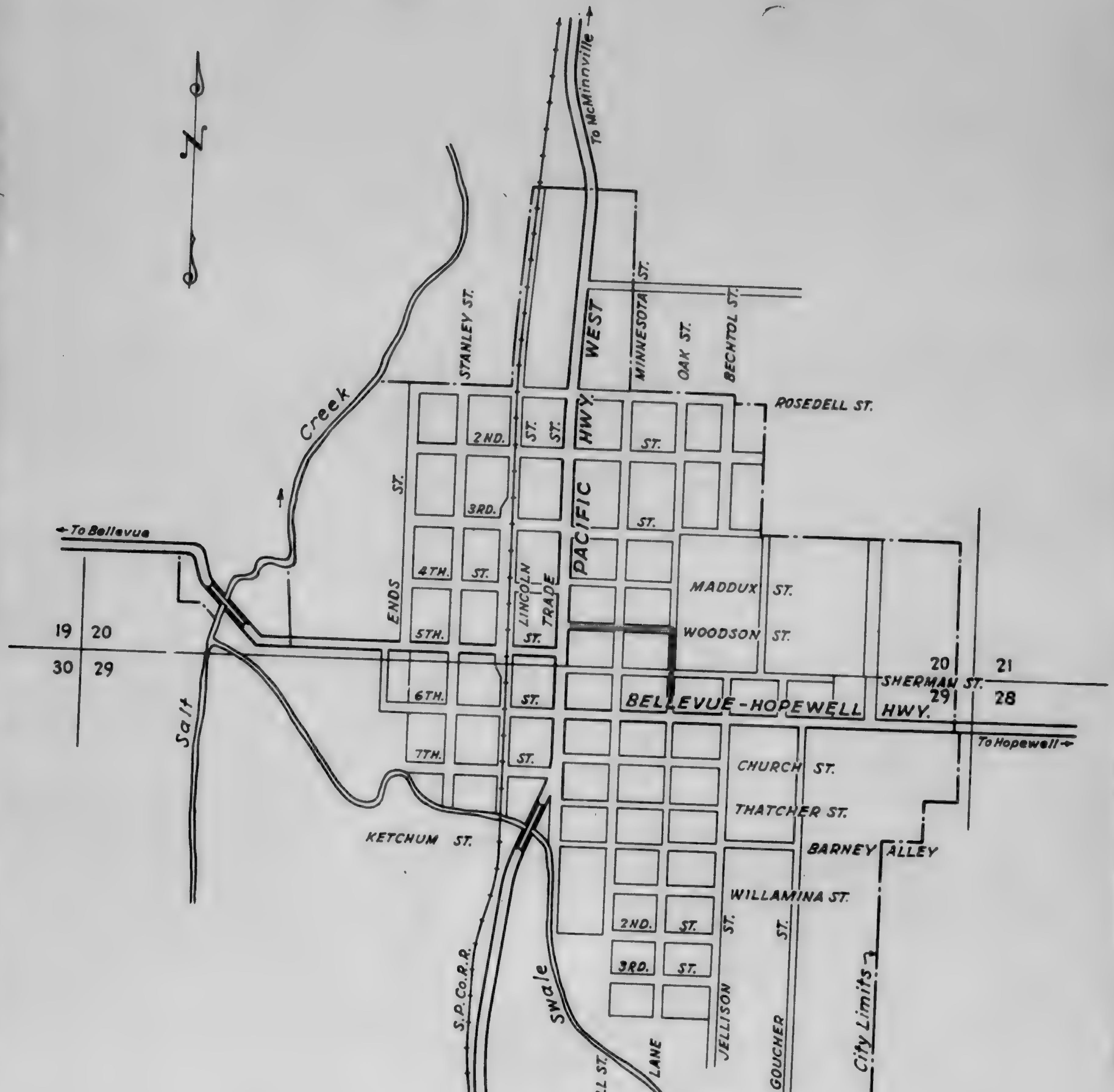
Amity
Oak Street from 6th Street Looking North----2/7/50

Amity. 2-1-'50

At the request of Mayor Chambers called on him at Amity this date to show him preliminary estimate and talk over proposed project.

Mr. Chambers has talked with some of the property owners and believes they will petition the City to place curbs, the City will have all interested parties at Council meeting on Feb. 6 and decision will be reached at this meeting, The city will write this office on Feb 7 advising us of decision.

HCA.


N
To McMinnville
Creek
Salt
To Bellevue
STANLEY ST.
WEST
PACIFIC
HWY.
MINNESOTA ST.
OAK ST.
BECHTOL ST.
ROSEDELL ST.
2ND. ST.
ST.
3RD.
ST.
ST.
4TH. ST.
LINCOLN
TRADE
ENDS
5TH. ST.
MADDUX ST.
WOODSON ST.
19
20
30
29
20
21
29
28
SHERMAN ST.
6TH. ST.
BELLEVUE-HOPEWELL HWY.
To Hopewell
7TH. ST.
CHURCH ST.
THATCHER ST.
KETCHUM ST.
BARNEY ALLEY
WILLAMINA ST.
2ND. ST.
3RD. ST.
JELLISON ST.
GOUCHER ST.
City Limits
S.P. Co. R.R.
Swale
GETCHELL ST.
MAIDEN LANE
Ash
To Rickreall

AMITY

Scale 1"=800'

$250,000 city allotment (1950)

Amity 1-24-50

On 1-23-50 investigated the streets upon which the city has requested aid in surfacing. Contacted Mayor Chambers and City Recorder Roth who advised the city wished to have curbs and gutters installed and asphaltic concrete paving constructed.

Investigation found the streets had been built up until the grade is higher than the existing sidewalks; a quick estimate found the cost of the entire project, as requested, would run to a large sum, so mayor + recorder said they would cut the request to include only Woodsen Street from Pacific Highway West to Oak street and Oak Street from Woodsen street to Bellevue Hopewell Highway a distance of 0.22 mile.

This section carries the school busses, some 6 or 8 times a day and because of ordinance forbidding "U" turns on Trade street, causes the city traffic to use this route heavily

There is drainage now installed, but grade will have to be reduced and in so doing all the rock will be removed, so street will have to be rebased (excavated material can be spread on nearby streets)

Mayor said he would call a special meeting of Council to decide on how to raise the city share of funds and they would then drop us a letter advising us of the decision of Council. I advised the mayor would make preliminary estimate and let them know the preliminary estimate of cost, would recommend the state furnish $15,000.00 the city to pay all costs over and above this amount.

Woodsen and Oak street are narrow and city says they do not feel they can pay for removal of present sidewalks and buy additional R/W, advised them streets were too narrow but would not hold up recommendation because of this. H.C.A.

Amity Field estimate
snow on street.

1-23-50

Woodson Street from Pacific Highway west to Oak St

Oak St from Woodson Street to Bellevue-Hopewell Hwy. a distance approximately 0.23 miles ~~[illegible]~~ Width 33 ~~to 36~~ ft 1215 lineal feet.

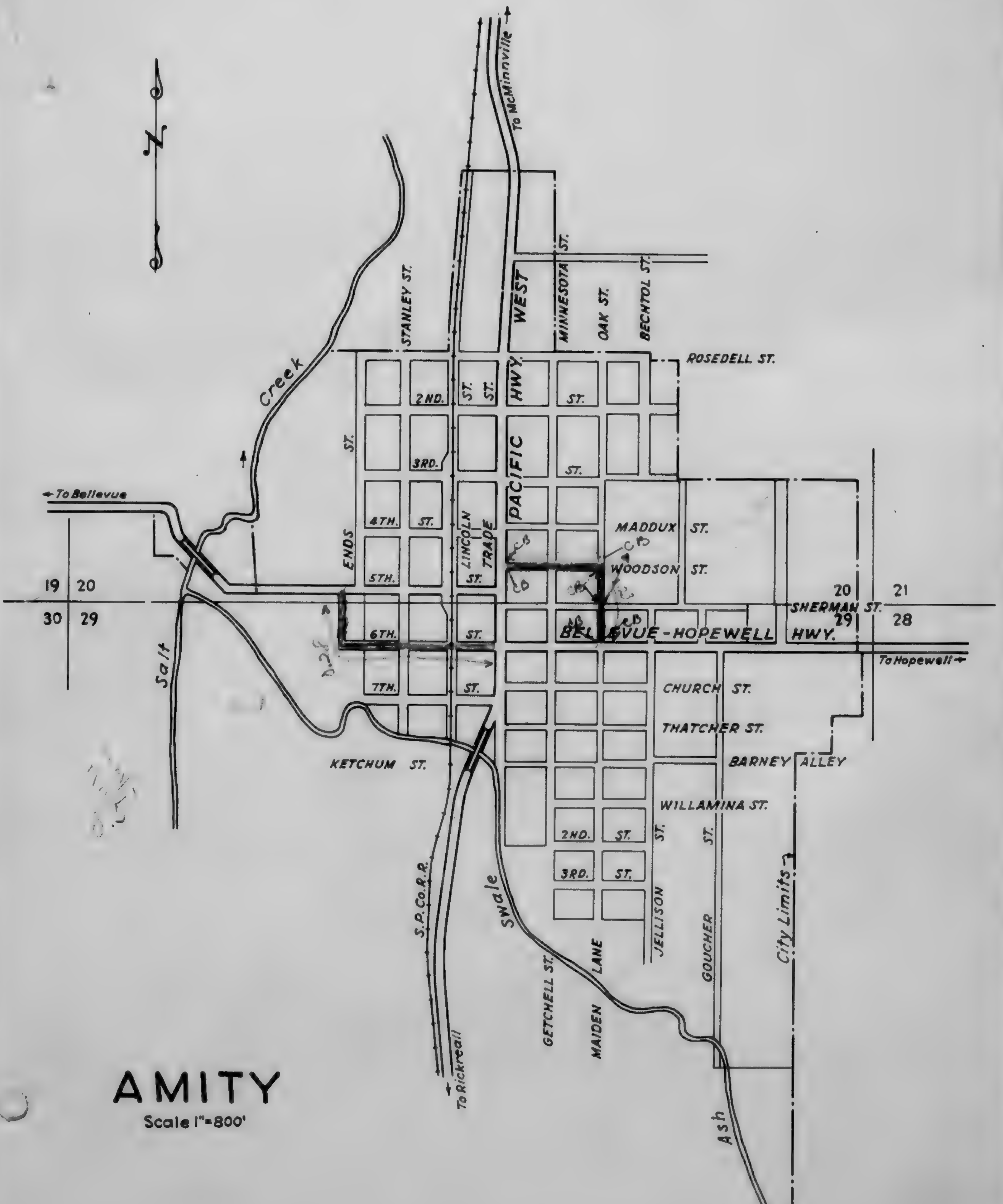
Grade to established grade, place Combination curb & gutter, base rock and asphaltic concrete pavement. Drainage already installed.

Concrete in Curbs	115 Cuyds	$50.00	5750	5750.00
Excavation Common	2100 Cuyds	1.00	1.25 2625	2100.00
3"-0 in base	1530 Cuyds	2.50		3825.00
3/4-0 in base	270 Cuyds 340	4.00	1360.	1080.00
Asphaltic conc (3")	900 ton	9.00		8100.00
				20,855.00
				2085.50
				650.00
				$23,590.50

$23,600.00

Excavation on nearby streets.

Not used see estimate 2-14-50



AMITY

Scale 1"=800'

N
To McMinnville
To Bellevue
To Hopewell
To Rickreall
Creek
Salt
Swale
Ash
S.P.Co.R.R.
City Limits
PACIFIC HWY. WEST
BELLEVUE-HOPEWELL HWY.
STANLEY ST.
MINNESOTA ST.
OAK ST.
BECHTOL ST.
ROSEDELL ST.
2ND. ST.
3RD. ST.
4TH. ST.
5TH. ST.
6TH. ST.
7TH. ST.
ENDS ST.
LINCOLN ST.
TRADE ST.
MADDUX ST.
WOODSON ST.
SHERMAN ST.
CHURCH ST.
THATCHER ST.
BARNEY ALLEY
WILLAMINA ST.
KETCHUM ST.
JELLISON ST.
GOUCHER ST.
GETCHELL ST.
MAIDEN LANE
19
20
30
29
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21
29
28
D.28
CB

NOTED
J. W. CATTRALL

January 11, 1950

Mr. O. E. Roth
City Recorder
Amity, Oregon

Dear Sir:

This is to acknowledge receipt of a copy of a resolution adopted by the City Council of Amity requesting aid under the $250,000 city allotment.

An investigation will be made of your project in the near future and the results of this investigation will be presented to the Highway Commission for consideration, in the early part of this year.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

NOTED
Harold C. Ayers

Form cc-50
Special City Allotment

1 5 50

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Amity is an incorporated city of the State of Oregon, and has a population of 709, as given by the latest official census, and

1-11-50

Form cc-50

WHEREAS, the following streets of said city, Of Amity
Oak St. North From Hopewell Hwy-
To Woodson St then west To
Pacific ~~F~~ Hwy. No 99-west
And
Sixth St. West From. Pacific Hwy-No 99
To Ends Street To Bellevue Hwy.

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,
Oak St North From Hopewell Hwy - To
Woodson St Then west To Pacific Hwy
No-99-W And
Sixth Street West From. Pacific Hwy No
99-W. To Ends Street Then North To the
Bellevue Hwy.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

Form cc-50

WHEREAS, the following streets of said city, Of Amity

Oak St. North From Hopewell Hwy-

To Woodson St then West To

Pacific ~~To~~ Hwy. No 99-West

And

Sixth St. West From. Pacific Hwy-No 99

To Ends. Street To Bellevue Hwy.

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

Oak St North From Hopewell Hwy- To

Woodson St Then West To Pacific Hwy

No-99-W And

Sixth Street West From. Pacific Hwy No

99-W. To Ends. Street then North To the

Bellevue Hwy

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Amity does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Frank Chambers as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 3 day of January, 1950.

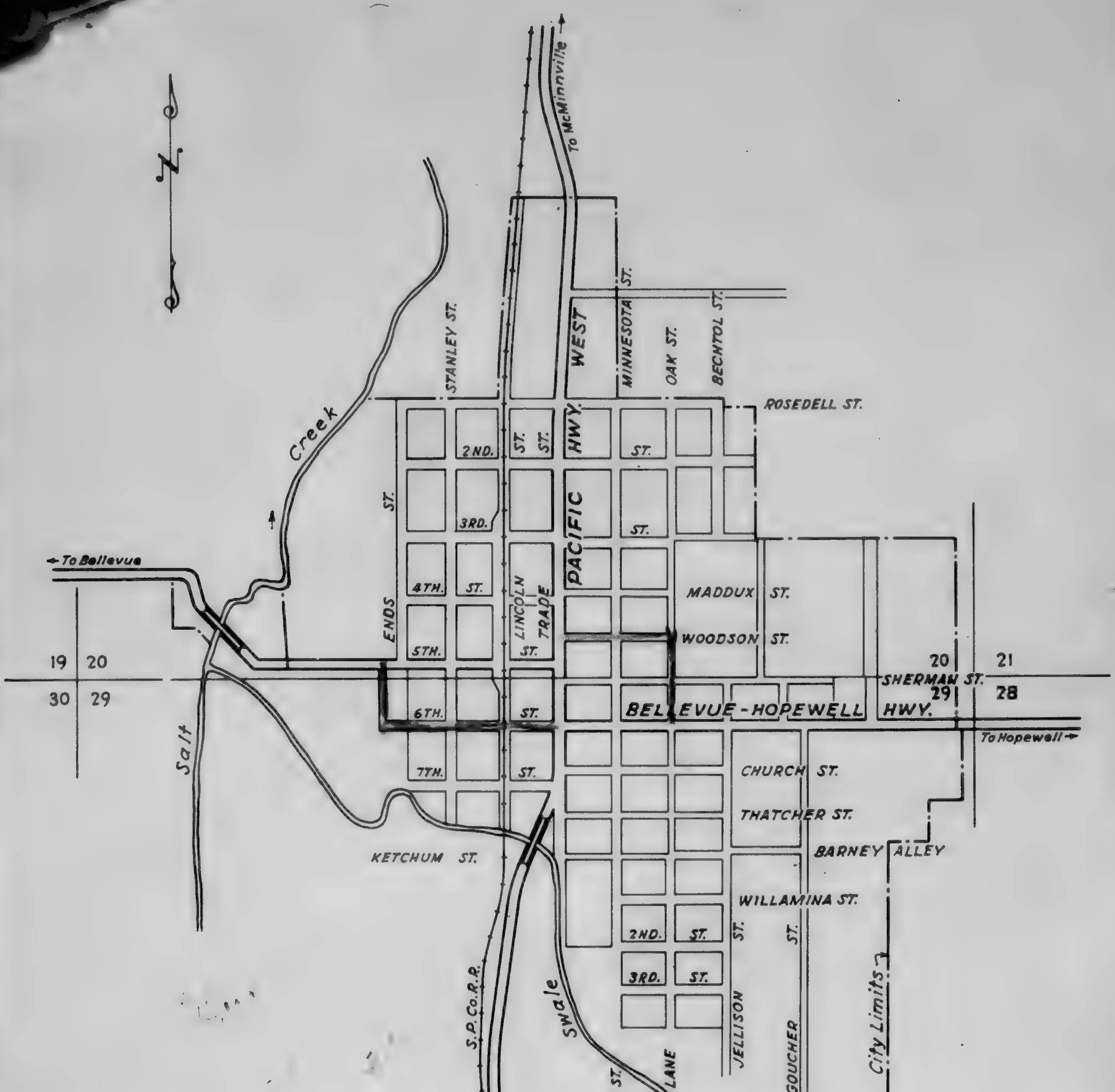
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Amity at a regular ~~or special~~ meeting of said council, held on the 3 day of January, 1950, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 5 day of January, 1950.

O E Rott
City Recorder


N
To McMinnville
To Bellevue
To Hopewell
To Rickreall
Salt Creek
Ash Swale
S.P. Co. R.R.
City Limits
PACIFIC HWY. WEST
BELLEVUE-HOPEWELL HWY.
STANLEY ST.
MINNESOTA ST.
OAK ST.
BECHTOL ST.
ROSEDELL ST.
2ND. ST.
3RD. ST.
4TH. ST.
5TH. ST.
6TH. ST.
7TH. ST.
ENDS ST.
LINCOLN ST.
TRADE ST.
MADDUX ST.
WOODSON ST.
SHERMAN ST.
CHURCH ST.
THATCHER ST.
BARNEY ALLEY
WILLAMINA ST.
KETCHUM ST.
2ND. ST.
3RD. ST.
JELLISON ST.
GOUCHER ST.
GETCHELL ST.
MAIDEN LANE
19
20
30
29
20
21
29
28

AMITY

Scale 1"=800'

December 28, 1949

Mr. O. E. Roth
City Recorder
Amity, Oregon

Dear Sir:

In regard to our telephone conversation of December 27 you will find enclosed two resolution forms to be used in applying for funds from the $250,000 Special City Allotment. After these resolutions have been adopted by the City Council, kindly send one signed copy to John W. Cattrall, Acting Engineer, County and City Relations, c/o Oregon State Highway Department, P. O. Box 30, Salem, Oregon, and retain one copy for the City's files.

If we can be of any further service, please feel free to call on us at any time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Acting Engineer,
County and City Relations

RHP:MM
Encl.

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

330-1703 Helix Section on Columbia 1950
Street in Helix, about 16 mi.
northeast of Pendleton
#3379)

Form A-150L—2M—Revised 10-41

NOTED
J. W. CATTRALL

INVOICE

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

City of Helix
Helix, Oregon

Attn: R. E. Tozier, City Recorder

Invoice No.	
Date	March 27, 1951
Your Req. No.	
Billing Request No.	cc 16
Credit distribution:	330-1703-[illegible] 391

Agreed city share of cost to grade, surface, and oil Columbia Street from the N.P.R.R. tracks to the Havanna-Helix State Highway in the City of Helix, covered by agreement dated August 4, 1950. Work performed under Contract 3379.

Advance Deposit $1,500.00

Contract Items (Prefix 330-1703-201)

ITEM	UNIT PRICE	QUANTITY		COST
Structural Excavation	$4.00	81.3	c.y.	$ 325.20
General Excavation	.55	4178	c.y.	2,297.90
Finishing Roadbed & Slopes	500.00	0.42mile		210.00
12" Corrugated Metal Pipe	3.00	42	l.f.	126.00
18" Corrugated Metal Pipe	4.50	96	l.f.	432.00
29" Arch Type Corrugated Pipe	[illegible].00	192	l.f.	1,536.00
Salvage Culvert Pipe	1.00	188	l.f.	188.00
Concrete Catch Basin	100.00	1	each	100.00
2"-0" Material in Base	3.25	1180	c.y.	3,835.00
1" -0" Material in Base & Shoulders	3.25	495	c.y.	1,608.75
Sprinkling	3.00	157M	gal.	471.00
Preparation of Base	500.00	0.42mile		210.00
Furnish & Place Aggregate	5.25	382	c.y.	2,005.50
100-200 Asphalt	45.00	40.98tons		1,844.10

Total Contract Items	$15,189.45	
Construction Engineering (Prefix 330-1703-900)	813.29	
Preliminary Engineering (Prefix 330-1472-900)	321.50	
Total Cost	$16,324.24	
Less Agreed State Share	15,000.00	
City Share		1,324.24
To be refunded		$ 175.76

RECEIVED
MAR 28 1951
ENGINEER
[illegible]

Prepared by:

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $..................

By ....

NOTED
J. W. CATTRALL

March 26, 1951

Mr. R. E. Tozier
City Recorder
Helix, Oregon

Dear Sir:

Attached is a statement of final costs covering the Special City Allotment project on Columbia Street in the City of Helix. As per the agreement of August 4, 1950, between the City of Helix and the State Highway Commission, a refund in the amount of $175.76 is due the City. Steps have been initiated to effect the refund, and a warrant for this amount will be forwarded within thirty days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Att.

STATEMENT OF FINAL COST
CITY OF HELIX-COLUMBIA STREET PROJECT
CONTRACT NO. 3379
CONTRACT COMPLETED AUGUST 12, 1950
CONTRACT ACCEPTED BY STATE HIGHWAY COMMISSION AUGUST 21, 1950

Contract Items (Prefix 330-1703-201)

Item	Unit Price	Quantity	Cost
Structural Excavation	$ 4.00	81.3 c.y.	$ 325.20
General Excavation	.55	4178 c.y.	2,297.90
Finishing Roadbed & Slopes	500.00	0.42 mile	210.00
12" Corregated Metal Pipe	3.00	42 l.f.	126.00
18" " " " "	4.50	96 l.f.	432.00
29" Arch Type Corregated Pipe	8.00	192 l.f.	1,536.00
Salvage Culvert Pipe	1.00	188 l.f.	188.00
Concrete Catch Basin	100.00	1 each	100.00
2"-0" Material in Base	3.25	1180 c.y.	3,835.00
1"-0" Material in Base & Shoulders	3.25	495 c.y.	1,608.75
Sprinkling	3.00	157M gal.	471.00
Preparation of Base	500.00	0.42 mile	210.00
Furnish & Place Aggregate	5.25	382 c.y.	2,005.50
100-200 Asphalt	45.00	40.98 tons	1,844.10

Total Contract Items	$15,189.45
Construction Engineering (Prefix 330-1703-900)	813.29
Preliminary Engineering (Prefix 330-1472-900)	321.50
Total Cost	$16,324.24
Less Agreed State Share	15,000.00
Advance Deposit by City	$ 1,500.00
Less City Share	1,324.24
Refund Due City of Helix	$ 175.76

JFH:MM
3/26/51

RECEIVED
1950
FOR FILING
330-1709

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3379	3-final	Newport Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15462	640	$ 455.68	Sep. 28, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OC [illegible]

10-3-50

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3379	3-final	Newport Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15462	640	$ 455.68	Sep. 28, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Sep. 30, 1950

Time Extensions: None required

Completion Date: Aug. 12, 1950

Date Accepted: Aug. 21, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 10-3-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
SEP 11 1950
FOR FILING

330-1703

3379

September 8, 1950

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

Please be advised that State Highway Contract No. 3379, covering the Helix (Columbia St.) City Street Section in Umatilla County, has been completed by the contractor, Newport Construction Co., and that final payment in the amount of $455.68 will be made on or after September 18, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $15,189.45, and that no force account work was performed on the project. This contract was completed August 12 and accepted by the Highway Commission August 21, 1950.

We are sending you this notice as your Company appears as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: T. C. Field & Co.

Hansen & Rowland, Inc.
Portland, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

NOTED ON CARD

RECEIVED
- 1 1950
FOR FILING

320-1002

3379

September 1, 1950

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Newport Construction Co., on contract No. 3379, covering the Helix (Columbia St.) City Street Section in Helix, Umatilla County. This payment, in the amount of $1,552.47, will be made on or after September 11, 1950. The retained percentage is $455.68.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

Form E-1—5M—11-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT #5

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 26, 1950

Section Helix (Columbia St.)

Kind of work Grading & Oil Mat

Highway City Street

Section prefix 330-1703

Contractor Newport, Kern & Kibbe

Contract number 3379

Date of contract July 14, 1950

Date of completion Sept. 30, 1950

Date work started July 17, 1950

Estimated date of completion August 12, 1950

Amount of contract . . . . $ 14,904.00

Per cent of time elapsed 37.2 %

Estimated cost of completed project, exclusive of engineering . . . . $ 15,189.45

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 770.03, 86.1 %

Date project was completed Aug 12, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished semi-final August 23, and sent to La Grande.

NOTED
H. W. LIBBY

NOTED
B. A. MARTIN

Signed A. S. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.42	0.42		0.42	
Miles partially completed	0.42	0.42		0.42	
Miles completed	0.42	0.42		0.42	
Total estimated quantities	4178	1675		382	
Estimated quantities moved or placed to date	4178	1675		382	
Average daily quantities	490	558		191	
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair-hot		
Monday	Cloudy-rain		
Tuesday	Pt. cloudy		
Wednesday	"		
Thursday	Cloudy-rain in night		
Friday	Fair		
Saturday	Fair-warm		

State Printing Dept. 26750

RECEIVED
AUG - 1 1950
FOR FILING

320-1203

3377

July 31, 1950

Newport Construction Co.
7031 N. E. Halsey Street
Portland, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3379, which was awarded to you on July 14, 1950, by the State Highway Commission, covering Grading and Oil Mat Surfacing on city street in Helix (Columbia Street) in Umatilla County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

7/31/50

RECEIVED
[illegible] 4 1950
FOR FILING

330-1702

3379

AGENDA
AUG 21 1950

July 14, 1950

Newport Construction Co.
7031 N. E. Halsey St.
Portland 16, Oregon

Gentlemen: Re: Contract No. 3379

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, surfacing and oiling. Columbia Street in the City of Helix, Umatilla County. This award was based on your low bid of $14,904.00 submitted on July 11, 1950.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ks
Enc.

cc - H. G. Smith
S. H. Probert
Goldie Lewis
L. R. White (S.I.A.C)

GET CONFIRMED

57C

MESTIC SERVICE	
heck the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☒	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	DEFERRED ☐
CODE ☐	NIGHT LETTER ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 14, 1950
9:00 a.m.

Newport Construction Co.
7031 N. E. Halsey St.
Portland 16, Oregon

State Highway Commission awarded you today contract for grading, surfacing and oiling project on Columbia Street in Helix, Umatilla County, based on your low bid submitted July 11, 1950. Contract forms will follow shortly.

H. B. Glaisyer, Secretary
Oregon State Highway Commission

files

RECEIVED
JUL 1[illegible] 1950
FOR FILING
FORM E-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 14, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Attached please find City of Helix Check No. 126 on the Pendleton Branch of the First National Bank of Portland in the amount of $1500. This $1500 deposit is for the City of Helix' special city allotment project. Bids were opened at the last Commission meeting and award of the contract is pending receipt of this deposit.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

cc: Mr. W. C. Williams
Mr. M. H. Hawke

Check #126, 7/12/50, for $1500 to Acc Div. 7-17-50
7 Qaley

REFERRED TO
BY SECRETARY

RECEIVED
AUG 30 1950
FOR FILING
FORM E-20 25M 6-49 32602

AGENDA
1950

4-p

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1950

SUBJECT:

To: Mr. W. C. Williams

OFFICE

REFERRED TO
Glaisyer
By Asst. Chief Engineer
agenda place

Herewith three copies of an agreement with the City of Helix covering a $250,000 city allotment project in that city previously approved by the Highway Commission. Two copies of this agreement have been signed by the proper city officials and are now ready for presentation to the Commission.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

$16,500

RHP:MM
Att.

NOTED
W. C. WILLIAMS

AUTHORIZED BY HIGHWAY COMMISSION for $14,500 on 2/6/50
DATE 2-6-50
see page 16519 of the minute book

5+C

[illegible]-50
received 2 copies
of revised agreement
from Cattrall &
sent them to Com for
sigs. FQ

2 copies of sd agreement
to HBS 8-2

Helis H.P

Hold up

7-24-50
Gave 1 copy to Cattrall
to use in preparing new agreement.
F.Q

Agreement, $250,000 City Allotment Project
City of Helix
July, 1950

DISTRIBUTION SHEET. NOT A PART OF ATTACHED DOCUMENT

Copies Distributed as Follows:

City of HELIX 1 ✓

County of ____ ____

R. H. Baldock		Office Engineer	1
W. C. Williams		Personnel	
W. W. Stiffler		Right of Way	
Accounting		Secretary	1
Bridge		Sec. of State	
Construction		Sign	
County & City	1	Traffic	
Division No. 5	1		
Legal			
Maintenance			

RECEIVED
[illegible] 1950
FOR FILING

[illegible]

3381

File

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☒	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	DEFERRED ☐
CODE ☐	NIGHT LETTER ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JULY 14, 1950

MR. E. F. CHIDSEY
DIVISION HIGHWAY ENGINEER
LA GRANDE, OREGON

CONTRACT BEING AWARDED TODAY FOR HELIX CITY STREET PROJECT. ARRANGE TO SET STAKES IMMEDIATELY.

W. C. WILLIAMS

May 8, 1950

Mr. B. D. Isaminger
Attorney at Law
Title Insurance Building
Pendleton, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

This is to acknowledge receipt of your letter of May 4 to Mr. H. C. Ayers with attached copy of the deed for the E. C. and Grace Snapp property in the city of Helix.

Thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWH:[illegible]
cc: Mr. Forrest Cooper
Right of Way Engineer

B. D. ISAMINGER
ATTORNEY AT LAW
TITLE INSURANCE BUILDING
PENDLETON, OREGON
TELEPHONE 1065

May 4, 1950

Oregon State Highway Commission
Box 30
Salem, Oregon

NOTED
J. W. CATTRALL

Attn: Mr. H. C. Ayers

Dear Mr. Ayers:

In spite of the dates appearing upon the deed enclosed from E. C. Snapp and wife to the City of Helix, Oregon, the actual acknowledgment was not completed until today, and I then immediately had the deed recorded and placed of record. You will find the filing information stamped upon the deed.

I regret that this delay has occurred but it has been something over which I had no control, and it was not until today that I was actually able to see Mrs. Snapp and secure her acknowledgment. I hope that this has not inconvenienced your office.

Very truly yours,

B D Isaminger
B. D. Isaminger

Enc.

RECEIVED
MAY 5 1950
ENGINEER
[illegible] TIONS

NOTED
J. F. HAGEMANN

16233

FORM E-30 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

[illegible], Oregon
March [illegible]

SUBJECT: [illegible] Columbia Street,
City of Helix

To:
[illegible]
Construction Engineer
Highway Department
Salem, Oregon

Dear Sir:

The Located Line for Columbia Street, City of Helix, is laid out from monuments on Concord Street, and was established on the East-West Section Line between Sections 11 & Section 2.

The street in section 2 was dedicated when the town was platted. The Right of Way in Section 11 was established by court order, Umatilla County, when opening County Road No. [illegible], final reading on July 11, 18[illegible]. From all transactions along this street in Sec. 11, [illegible] has been considered [illegible] feet off the North [illegible] of [illegible]4 of Sec. 11.

Will need [illegible] foot strip on the South side from the railroad [illegible] to [illegible]. [illegible] borrow material [illegible].

Very truly yours,

Alvin J. Wallace
A. J. Wallace
Resident Engineer

AJW:cc

Form E-303x—6M—9-49

File No. 16233

OREGON STATE HIGHWAY COMMISSION

Grantor E. C. Snapp Mail Address

Agent

Section Columbia Street ~~Highway~~ City of Helix

County Umatilla Purpose Right of Way
JWMcC 4-14-50

REAL ESTATE OPTION

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of the State to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the State for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to the State of Oregon, through its State Highway Commission, upon the terms and conditions hereinafter stated, the option to buy the following described real estate in the State of Oregon, to wit:

A parcel of land lying in the Northwest quarter (NW¼) of Section 11, Township 4 North, Range 33 East, W. M., Umatilla County, Oregon. The said parcel being a strip of land 40 feet in width, lying South of the center line of the Columbia Street, City of Helix, said strip of land from the Northern Pacific Railroad Right of Way Easterly to the Southerly extension of the West line of Thurman Street in Helix.

The parcel of land to which this description applies contains 1 (one) acre, of which 0.75 acre lies within the existing Street, title to which hereby is acknowledged to be in the public, and 0.25 acre lies outside of the existing Street.

The State Highway Commission shall have the irrevocable right to elect to purchase under this option at any time within six (6) months from date hereof, and we agree to execute to the State of Oregon, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, including taxes *due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken*, and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, be deemed to include all structures, buildings, fixtures, trees, shrubbery and all other items of every nature whatsoever which are on the property herein described. It is further understood and agreed that we will furnish, without cost to the State, good and merchantable title, in a form satisfactory to the State, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the State, the undersigned, in the usual course and through the usual channels of auditing claims

Mail Address

Agent

Section **Columbia Street** Hi~~ghway~~ **City of Helix**

County **Umatilla** Purpose **Right of Way**
JWMcC 4-14-50

REAL ESTATE OPTION

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of the State to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the State for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to the State of Oregon, through its State Highway Commission, upon the terms and conditions hereinafter stated, the option to buy the following described real estate in the State of Oregon, to wit:

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The State Highway Commission shall have the irrevocable right to elect to purchase under this option at any time within **six (6)** months from date hereof, and we agree to execute to the State of Oregon, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, *including taxes due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken*, and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, be deemed to include all structures, buildings, fixtures, trees, shrubbery and all other items of every nature whatsoever which are on the property herein described. It is further understood and agreed that we will furnish, without cost to the State, good and merchantable title, in a form satisfactory to the State, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the State, the undersigned, in the usual course and through the usual channels of auditing claims against the State, shall be paid the sum of ....

DOLLARS ($..............................) (of which $.................. is fencing allowance) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof, except that in addition to said purchase price the State shall do the following things, or allow compensation for the doing thereof, as the case may be, and it is expressly understood that the State shall not be obligated further than in this option expressly stated:

In the event that buildings, or other things, are to be moved and the State should call for price quotations for said work, we agree to accept the amount of the lowest price quotation acceptable to the State for such work, to enter into a contract with the maker of the said lowest price quotation covering said work, and to supervise the carrying on thereof. If, in lieu thereof, we should elect to destroy or otherwise dispose of the said structures, or other things, or should we elect to allow the structures, or other things, outside of the limits of the lands to be conveyed and for which an allowance for moving has been made, to remain in their existing locations, or should we elect to give the work to someone other than the one submitting the lowest price quotation, then we agree that a deduction shall be made, and retained by State, from the amount to be allowed by State for said work in accordance with the following schedule: $1.00 to $1,000.00, a deduction of $25.00; over $1,000.00 to $2,000.00, a deduction of $30.00; over $2,000.00 to $3,000.00, a deduction of $35.00; over $3,000.00 to $4,000.00, a deduction of $40.00; over $4,000.00 to $5,000.00, a deduction of $45.00; and over $5,000.00 a lump sum deduction of $50.00. In the event that any building, buildings or other item or items proposed to be moved should be destroyed or damaged, through no fault of the State, before moving, to an extent sufficient to render the same unusable, the State shall not be obligated to make payment for the cost of moving or reestablishing the same.

All fencing constructed or moved or caused to be constructed or moved by the State shall thereupon remain or become our property and thereafter shall be maintained, repaired, and reconstructed by us or our successors in interest. In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then we agree to construct promptly or move said fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by us or our successors in interest. State may, withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved.

In the event that this option is closed, we, the undersigned, agree to remove promptly from within the limits of the real property herein covered the following items and/or to do the following things, at our own cost and expense and as part of the purchase price hereinabove stated:

We further agree neither to sell nor encumber the said real estate during the term of this option. In the event that any buildings, fixtures, appurtenances, or other things are to pass to and become the property of the State in connection with the real property herein covered, we agree to keep the same in good condition without waste, damage or destruction.

The State shall have the right to enter upon and take possession of the said property upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived. It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of the State of Oregon or of the State Highway Commission shall be binding on, or of any effect against, the State or the State Highway Commission.

☛ **The undersigned owner expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the State in the event this offer is accepted and the option exercised by the State are included in this option.**

Dated this .... day of ...., 19........

.... [SEAL]

Witnesses:

.... [SEAL]

....

.... [SEAL]

....

.... [SEAL]

SCHEDULE OF MOVING WORK

File No. 16233

ALL OF THE FOLLOWING INFORMATION TO BE TAKEN FROM OWNER AT TIME OF TAKING THE OPTION

1. Property located: in the NW$\frac{1}{4}$;

Section 11; Township 4 N; Range 33 E W. M., Umatilla County

2. Owner or owner (if not married, state whether single, unmarried, widow or widower):

; Wife: ; Address:

; Wife: ; Address:

; Wife: ; Address:

3. Acquired from: ; Date:

4. Contract purchaser: ; Wife: ; Address:

; Wife: ; Address:

Is contract on record?

5. (a) Mortgage from to ; Address:

(b) Mortgage from to ; Address:

6. If an estate, name of estate:

Executor or administrator: ; Address:

Attorney: ; Address:

Name of all heirs: ; Spouse: ; Address:

; Spouse: ; Address:

; Spouse: ; Address:

; Spouse: ; Address:

Minors: ; Age ; Sex: ; Address:

Minors: ; Age ; Sex: ; Address:

7. Other persons having interest in property (state how interested and give addresses):

8. Remarks:

NOTE: Abstract should accompany option if available.

STATE PRINTING DEPT.

B.D.

Frank Le [illegible]
Attorney
Dekum Bldg [illegible]

City of Helix

INCORPORATED

In the Center of the Wheat Belt
1,000,000 Bushels Shipped Annually
HELIX, OREGON

OFFICE OF
RECORDER

DECEMBER 7, 1949

Oregon State Highway Commission
Salem, Oregon.

Attn. Mr. H. C. Ayers.

Dear Mr. Ayers:

The Helix City Council at its regular meeting on December 6th, 1949, passed a Resolution allowing the Oregon State Highway Commission the permission to withhold any further payments due us from the State Highway funds and to use this money for the completion of street work from the Helix-Pendleton Highway to and connecting with the Helix-Holdman Highway, should this cost amount to above $15,000.00.

We still owe $535.00 on our last street paving contract and would appreciate paying off this amount first from our allotment funds.

Very truly yours,

Harry Eaton
Mayor of Helix

Richard E. Tozier
City Recorder

NOTED
J. W. CATTRALL

NOTED
Harold C.

RECEIVED
DEC 8 1949
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
DEC 8 [illegible]
STATE [illegible] COMMISSION

FORM E-30 15M 5-49 31808

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 31, 1949

SUBJECT:

To:

Mr. John W. Cattrall
Acting County & City Relations Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Cattrall:

I am enclosing an estimate of quantities submitted by W. S. Hodge at the request of Harold C. Ayers pertaining to a proposed project in the Town of Helix. Mr. Ayers stated that he wished this information in order that he might take up the matter for the negotiating of the contractor Newport, Kern and Kibbe for the above work.

Very truly yours,

E. F. CHIDSEY
Division Engineer

EFC/hw
enc.

FORM E-30X 15M 1-49 29024

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

SUBJECT:

To:

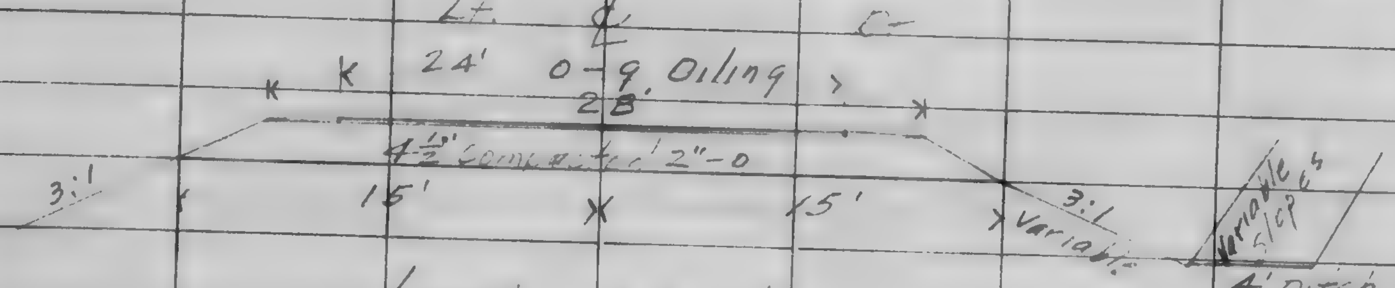
OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET 1 OF 1 SHEETS

Estimate of Quantities Helix Section
(not in contract #3222)
Sta. 744+18 — 766+22

Est. for Harold C. Ayers

		Net	Allowance	Total
Stat. Excav.		25	5	30.
Trench "		9	1	10.
General Excav.	Exc 2458) Fill 1938)	4396.	444.	4840.
Truck Haul		748	72	820.
Finishing Rdbed, Slopes		0.42	0	0.42
12" [illegible]		66.	4	70
Salvaging & Relay		130.	10	140
2"-0 Base Rock		[illegible]	110.	[illegible]
1"-0 Rock in Base		[illegible]	30.	[illegible]
Sprinkling		50.[illegible]	[illegible]	[illegible]
Prep. of Base		0.42	0	0.42
Furnishing & Placing Aggregates		196.	24	220.
Furnishing & Placing Asphalt (151-200)		26.	2	28


Lt.
℄
Rt.
24'
0-9 Oiling
28'
4½" compacted 2"-0
3:1
15'
15'
3:1
Variable
Variable slope 6"

4' Ditch on Rt 744+50-755+50
(Drainage)

Length 2204'

Sq Yds 6120. (Includes Approaches) Oil

CC Mr. E. E. Chuisey

H. L. Hodge

Helix - Umatilla Street from R. R. Crossing
looking easterly. 10-20-49

Helix - Umatilla Street from bridge looking
easterly. 10-20-49

NOTED
J. W. CATTRALL

RESOLUTION

10-19-49

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Helix, Oreg. is an incorporated city of the State of Oregon, and has a population of 183, as given by the latest official census, and

WHEREAS, the following streets of said city, Umatilla St. Between Main St. and west to Railroad crossing

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:
Umatilla, from Main West to Railroad Crossing

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Helix ________ does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 19th day of October, 1949

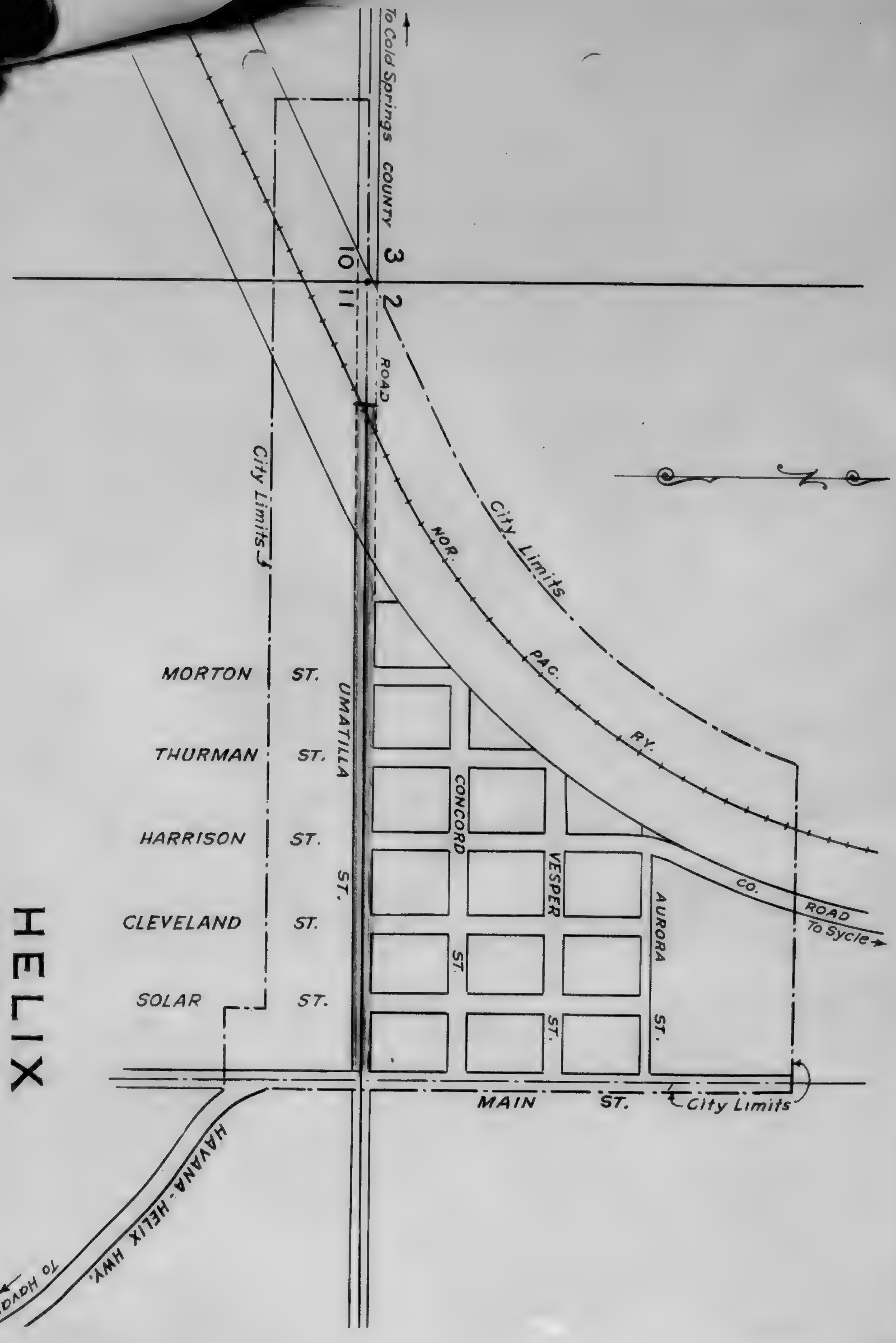
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Helix, Ore. at a ~~regular or~~ special meeting of said council, held on the 19th day of October, 1949 and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 19th day of October, 1949

Richard E. Tozier
City Recorder


To Cold Springs COUNTY ROAD
3
10
2
11
City Limits
City Limits
NOR. PAC. RY.
MORTON ST.
THURMAN ST.
HARRISON ST.
CLEVELAND ST.
SOLAR ST.
UMATILLA ST.
CONCORD ST.
VESPER ST.
AURORA ST.
CO. ROAD To Sycle
MAIN ST.
City Limits
HAVANA-HELIX HWY.
To Havana

HELIX

T.4 N., R.33 E.W.M.
Umatilla County
Scale 1in.=400ft.

FORM E-123X 15M 5-49

COMMISSIONERS
H. BANFIELD, CHAIRMAN
PORTLAND
EN. R. CHANDLER, MEMBER
COOS BAY
AS. H. REYNOLDS, MEMBER
A GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

October 3, 1949

Mr. Harry Eaton
Mayor, City of Helix
Helix, Oregon

Dear Sir:

We are requesting Mr. John Cattrall, County and City Relations Engineer, to contact you in the near future and discuss with you the possibility of the State assisting in the paving of a portion of the Holdman-Helix road within the city limits of Helix.

It will be necessary to secure an estimate of cost of the proposed work and other features relative thereto before we can advise you in this matter.

Mr. Cattrall or his representative will probably contact you during the current month.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:hi
cc Mr. John Cattrall

NOTED
Harold C. [illegible]

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

RECEIVED
OCT 4 1949
ENGINEER
COUNTY & CITY RELATIONS

C
O
P
Y

CITY OF HELIX

Helix, Oregon

September 28, 1949

Oregon State Highway Commission
Salem, Oregon.

Dear Sirs:

Referring to the contract which has been given to the Newport Construction Company, for the paving of the road from the West end of the City of Helix to Holdman, or for a distance of 13.9 miles:

At the September meeting of the City Council I was requested to write to you in regard to having the part of road in Helix paved at the same time. This would be the road from the west end of Helix to the east end of Helix connecting with the Helix-Pendleton Highway.

The Newport Construction Company are now bringing in their equipment to do this work and have informed me that they will possibly start from the West end and work West. We would like to have this part of the paving in Helix finished at this time.

We would be willing to let our future payments from the State Highway fund apply till this amount was paid. We do, however, owe $550.00 on our street paving which we would like to pay off. After that we would wish to apply all payments to this project.

This Helix-Holdman road is carrying a lot of traffic now and will carry a lot more when this road is paved. We are all very pleased that this project is started.

Very truly yours,

/s/ HARRY EATON

Mayor, City of Helix

NOTED
Harold G. [illegible]

NOTED
J. F. [illegible]

F-172(6) Chrome Plant-Cedar Point Sec., 1950
Oregon Coast Hwy.
#3380 [redacted]

Salem, Oregon January 30 ,19 52

STATE OF OREGON

To Southern Pacific Co., 65 Market St., San Francisco 5, Calif. Dr.

Project Chrome Plant-Cedar Point Section of Oregon Coast Highway

Highway Comm. Agreement No. HR11318

Sub-Division No.

Ry. Company's Agreement No. Audit 34897

Estimate No. 6-Final

Period Covered Entire job April - December, 1951

Prefix & Acct. No. 6-1038

Item	Total Amount To Date	Previous Amount	Present Amount
Bill #422155	3,583.56	3,583.56	
#422655	2,335.36	2,335.36	
#422647	429.52	429.52	
#423003	750.58	750.58	
#424886	2,367.25	2,367.25	
#424427	328.97	328.97	
#427204	94.60		94.60
Totals	9,889.84	9,795.24	94.60
Retained No %	-	979.52	979.52
Total Payments	9,889.84	8,815.72	1,074.12

[illegible]

Computed by ____ Checked by ____

Pay This Estimate $ 1,074.12

Approved Field Engr. ____

Approved:

Previous Voucher No.

Bridge Office Engineer

BILL COLLECTIBLE

S-130
(A.A.R. 206)

Bill No. 427 04

Quote above number when remitting

Month's Account [illegible]

Date Made NOV 10 1952 19

Dept. No. [illegible]

To SOUTHERN PACIFIC COMPANY. Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

[illegible]

DISTRIBUTION:

To Barnhart 11/18/52 for

[illegible]

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
65 Market Street,
San Francisco 5, California

Portland Division J 672

State of Oregon

427204

Highway Construction [illegible] to Cedar Point, Oregon

(1) Inspection

April 1953	Engineer Inspector	$380.00/168 hrs. 24 hrs.	@	2.2619 hr.	$ 54.29	
May	" " "	$385.00/176 hrs. 92 hrs.		2.1875 "	201.25	
May	" " "	Overtime 26 hrs.		3.2813 "	85.31	
June	" " "	$385.00/168 hrs. 72 hrs.		2.2917 "	165.00	
"	" " "	[illegible] time 8 hrs.		2.2917 "	18.33	
"	" " "	Overtime 9 hrs.		3.4376 "	30.94	
July	" " "	$385.00/168 hrs. 56 hrs.		2.2917 "	128.34	
August	" " "	$385.00/184 hrs. 32 hrs.		2.0924 "	66.96	
					750.42	
Supervision		$ 750.42		10.00 %	75.04	
Workmen's Compensation Insurance		750.42		4.00 %	30.02	
Vacation Allowance & [illegible]		750.42		9.38 %	68.89	$ 924.37

Personal Expenses

April 1953	Engineer Inspector [illegible]	Meals 8	8.65	
"	" " "	Lodging 2	5.00	
"	" " "	Busfare 1	4.66	
May	" " "	Meals [illegible]	43.75	
"	" " "	Lodging 11	33.00	
"	" " "	Busfare 1	4.66	
June	" " "	Meals 21	37.95	
"	" " "	Lodging [illegible]	19.00	
"	" " "	Busfare 1	4.66	
July	" " "	Meals 5	5.50	
"	" " "	Lodging 1	3.50	
August	" " "	Meals 9	10.20	
"	" " "	Lodging 2	6.50	184.13

Total (1) Inspection 1,108.50

State of O[illegible]

427204

[illegible] Construction [illegible] Cedar Point [illegible]

(1) Flagging and Watching

April	1951	Sect.	1[illegible]	Laborers	8	hrs.	@ 1.419	hr.	$ 11.35	
"	"	"	"	" Overtime	10	"	2.129	"	21.29	
May	"	"	14[illegible]	Laborers	8	"	1.419	"	11.35	
"	"	"	"	" Overtime	22	"	2.129	"	46.84	
"	"	"	143	Laborers	24	"	1.419	"	34.06	
"	"	"	"	" Overtime	1[illegible]	"	2.129	"	31.10	
June	"	"	141	Foreman [illegible]/176 hrs.	8	"	1.575	"	12.60	
"	"	"	143	Foreman Overtime	[illegible]	"	2.3[illegible]	"	[illegible]	
"	"	"	143	Laborers	[illegible]	"	1.419	"	[illegible]	
"	"	"	"	" Overtime	141	"	2.129	"	300.19	
September	1951	Sect.	143	Laborers	8	"	1.429	"	11.43	
"	"	"	"	" Overtime	2	"	2.144	"	4.29	
									673.32	
Supervision					$ 673.32		10.00 %		67.33	
Workmen's Compensation Insurance					673.32		4.00 %		26.93	
Vacation Allowance & H.&.W. & U.C. Tax					673.32		9.18 %		61.81	$ 829.39

Total (1) Flagging and Watching $ 829.39

(3) [illegible] M.P. 773.14

(A) Pick up Track

May 1951 Sect. 95 Foreman 285.50/176 hrs.

					4 hrs.	1.6222	hr.	6.49	
"	"	"	"	" Overtime	7 "	2.53	"	17.71	
"	"	"	"	Laborers	12 "	1.419	"	17.03	
"	"	"	"	" Overtime	7 "	2.129	"	14.90	
								56.13	
Supervision					$ 56.13	10.00 %		5.61	
Workmen's Compensation Insurance					56.13	4.00 %		2.25	
Vacation Allowance & H.&.W. & U.C.T.					56.13	9.18 %		5.15	69.14

3

Portland Division J-672

State of Oregon

427204

[illegible] to Cedar Point, Oregon

[illegible]

May 1951 Sect. [illegible] Foreman [illegible] hrs	[illegible]	hrs	@ [illegible]	[illegible]	$ [illegible]	
" " " " " Overtime [illegible]	[illegible]	"	[illegible]	"	[illegible]	
" " " " Laborers	[illegible]	"	[illegible]	"	[illegible]	
" " " " " Overtime	[illegible]	"	[illegible]	"	57.[illegible]	
" " [illegible] Foreman [illegible] Overtime [illegible]	[illegible]	"	[illegible]	"	[illegible]	
" " " " [illegible] Overtime [illegible]	[illegible]	"	[illegible]	"	[illegible]	
" " " " Laborers "	[illegible]	"	[illegible]	"	[illegible]	
" " " [illegible] Foreman [illegible] hrs	[illegible]	"	[illegible]	"	[illegible].96	
" " " " " Overtime	[illegible]	"	[illegible]	"	43.01	
" " " " Laborers	[illegible]	"	[illegible]	"	[illegible].22	
" " " " " Overtime	[illegible]	"	[illegible]	"	[illegible]7.16	
" " " [illegible] Foreman [illegible] hrs	[illegible]	"	[illegible]	"	[illegible]	
" " " " " Overtime	[illegible]	"	[illegible]	"	[illegible]	
" " " " Laborers	[illegible]	"	[illegible]	"	[illegible]	
" " " " " Overtime	[illegible]	"	[illegible]	"	[illegible]	
" " [illegible] Foreman [illegible] Overtime	[illegible]	"	[illegible]	"	[illegible]	
" " " " Asst. Foreman Overtime	[illegible]	"	[illegible]	"	[illegible]	
" " " " Laborers Overtime	[illegible]	"	[illegible]	"	[illegible]	
					1,[illegible]	
Supervision	$ [illegible]		[illegible]	[illegible]	[illegible]	
Workmen's Compensation Insurance	[illegible]		[illegible]	[illegible]	[illegible]	
Vacation Allowance & [illegible] & U.C.I.	[illegible]		[illegible]	[illegible]	[illegible]	2,363.77

Equipment Rental

May 1951 Sect. [illegible] Motor Car	1	day	[illegible]	Day	[illegible].75	
" " " [illegible] " "	[illegible]	"	[illegible]	"	[illegible]	
" " " [illegible] " "	[illegible]	"	[illegible]	"	[illegible]	
" " Extra 20 " "	1	"	[illegible]	"	[illegible].75	
" " " S.P. Freight Car	1	"	[illegible]	"	[illegible].00	
" " " [illegible] Cars (9 Cars)	[illegible]	"	[illegible]	"	[illegible]	
" " " Tank Car	[illegible]	"	[illegible]	"	[illegible]	[illegible]

4

State of Oregon Portland Division J-672

427204

Highway Construction Chrome to Cedar Point, Oregon

Material

A-B	N Crossties, Creo [illegible]				
C	SH Rail [illegible]	[illegible] ea. @	[illegible]5.90 C	$ [illegible]1.48	
C	SH Cont. Joints [illegible]	[illegible]	15.00 NT	1[illegible]	
C	SH Bolts, Track 7/8"	4 ea.	.50 ea.	[illegible]	
C	SH Tie Plates 10"	16 ea	2.[illegible] C	[illegible]	
D	N Spikes 3 kegs	2[illegible]	.11 ea.	[illegible].20	
E	Ballast River run Gravel	71[illegible]	5.10 C	[illegible]6.41	
F	" "	[illegible] Cu Yds	.[illegible] Cu Yd	258.72	
		[illegible] " "	[illegible] " "	1[illegible].00	570.41

Note: Material not recovered. Salvage None

Purchase Expense Ties	$ [illegible]	.40 C		
" " Ballast	[illegible]	[illegible] C	.31	
Store Expense	[illegible]	[illegible]	2.27	
			2.[illegible]	[illegible]

Freight	Tons	Miles	Ton Miles	
A - [illegible], Oregon to [illegible]	1.[illegible]	[illegible]	[illegible]3.94	
B - [illegible], Oregon to Job	1.[illegible]	1[illegible]	[illegible]	
C - [illegible], Oregon to Job	1.[illegible]	[illegible]	[illegible]	
D - Ogden, Utah to Job	[illegible]	[illegible]	[illegible]	
E - [illegible], Oregon to Job	[illegible]	[illegible]	[illegible]	
F - No charge included in cost of work train				
			1[illegible],380.47 @ .005 T.M.	91.90

[illegible] Contracting Co. [illegible]
[illegible]
[illegible] Oregon) [illegible] Cu. Yds. 520.01

[illegible] Construction [illegible] to Cedar Point, Oregon

[illegible]

June [illegible] Foreman [illegible]/168 hrs.

" " " " "	[illegible]	[illegible]	[illegible]	[illegible]	$ [illegible]	
" " " " " Overtime	[illegible]	"	[illegible]	"	[illegible]	
" " " " Laborers	[illegible]	"	1.419	"	[illegible]	
" " " " " Overtime	[illegible]	"	2.129	"	[illegible]	
" " " 111 Foreman ([illegible])						
Overtime	[illegible]	"	.53	"	27.53	
" " " " Laborers "	[illegible]	"	[illegible]	"	117.10	
" " " 112 Foreman ([illegible])						
Overtime	[illegible]	"	[illegible]	"		
" " " " Laborers "	[illegible]	"	[illegible]	"	25.30	
" " Extra 20 Foreman (293.50)					[illegible].03	
Overtime	11	"	[illegible]	"		
" " " Asst Foreman "	11	"	[illegible]	"	28.60	
" " " Laborers "	[illegible]		[illegible]	"	26.39	
			[illegible].111	"	371.24	
Supervision	$ [illegible]				939.69	
Workmen's Compensation Insurance	939.69		[illegible]		[illegible].97	
Vacation Allowance [illegible] & U.C.T.			4.[illegible]		37.59	
	939.69		[illegible]		[illegible].26	1 157.51

[illegible]

June 1941 [illegible] 112 Motor Car	1	[illegible]	[illegible]	[illegible]	2.75	
" " Extra 20 " "	1	"	2.75	"	2.75	
" " " [illegible] Freight Car	1	"	3.[illegible]	"	3.00	
" " " [illegible] ([illegible] Cars)	[illegible]	"	2.00	[illegible]	1[illegible].00	
" " " [illegible] Car	1	"	1.[illegible]	[illegible]	1.[illegible]	[illegible]

[illegible]

A N [illegible]	[illegible] ea.	[illegible] C	[illegible]	
B N Track [illegible]	[illegible]	[illegible].50 C	[illegible]	[illegible]
Purchase [illegible]	$ [illegible]	[illegible] C	[illegible]	
Store [illegible]	[illegible]	[illegible] C	[illegible]	[illegible]

Highway Relocation [illegible] to Cedar Point, Oregon

Freight.	Tons	Miles	Ton Miles		
A - Coos Bay to Job	2.4	[illegible]	37.46		
B - Ogden, Utah to Job	197	1,115.9	220.01		
			257.47	.005 T M	$ [illegible]

(d) Main Line and Surface Tracks

July 1951 Sect. 95 Foreman 287.19/168 hrs	8 hrs @	1.7391 hr	13.68		
" " " " Laborers	56 "	1.429 "	80.02		
" " " 143 Foreman 287.19/168 hrs.	8 "	1.7[illegible] "	13.68		
" " " " Laborers	48 "	1.429 "	68.59		
August " Extra 6 Foreman 305.19/184 hrs	8 "	1.6586 "	13.27		
" " " " " Overtime	1 "	2.70 "	2.70		
" " " " Asst. Foreman	8 "	1.571 "	12.57		
" " " " " " Overtime	1 "	2.411 "	2.41		
" " " " Laborers	192 "	1.417 "	272.06		
" " " " " Overtime	24 "	2.126 "	51.02		
October " Sect. 95 Foreman 287.19/184 hrs	16 "	1.5608 "	24.97		
" " " " Laborers	80 "	1.429 "	114.32		
" " Extra #20 Foreman 305.19/184 hrs	24 "	1.6586 "	39.81		
" " " " Asst. Foreman	24 "	1.609 "	38.62		
" " " " Laborers	440 "	1.417 "	623.48		
December 1951 Sect. 95 Foreman 279.59/160 hrs.	8 "	1.7481 "	13.98		
" " " " Laborers	16 "	1.429 "	22.86		
" " " " "	24 "	1.417 "	34.01		
			1,442.35		
Supervision	$ 1,442.35	10.00 C	144.24		
Workmen's Compensation Insurance	1,442.35	4.00 C	57.69		
Vacation Allowance & R.R.R. & U.C.T.	1,442.35	9.18 C	132.41	1,776.69	

Equipment Rental

August 1951 Extra #20 S.P. Freight Car	1 Day	3.00 Day	3.00
" " " " Roadway Cars (9 Cars)	9 "	2.00 "	18.00
" " " " Tank Car	1 "	1.75 "	1.75

State of Oregon

[illegible] Construction [illegible], Oregon

October 1951 Extra #20 S.P. Freight Car	7 day @	[illegible] Day	[illegible]	
" " " " Roadway Car ([illegible] Cars)	24 "	[illegible] "	[illegible]	
" " " " Tank Car	[illegible] "	[illegible] "	[illegible]	
" " " " Compressor Tools	5 "	[illegible] "	12.20	
" " " " Compressor	[illegible] "	[illegible] "	[illegible]	$ [illegible]

Material

A - [illegible]	[illegible]	[illegible]	[illegible]
Purchase Expense Ballast	$ [illegible]	[illegible]	1.[illegible]

Freight	Tons	Miles	Ton Miles	
A - Reedsport, Oregon to [illegible]	[illegible]	17,595.90	.005 T M	87.98

(1) Place Culvert

November 1951 B&B #50 Foreman [illegible]	[illegible]	[illegible]	10.24	
November 1951 " " Asst. Foreman [illegible]	[illegible]	[illegible] "	[illegible]	
" " " " Lead Carpenter	[illegible]	[illegible] "	[illegible]	
" " " " Carpenter Class 1	[illegible]	[illegible] "	[illegible]	
" " " " " Helper	[illegible]	[illegible] "	[illegible]	
			[illegible]	
Supervision	$ [illegible]	10.00 %	11.51	
Workmen's Compensation Insurance	[illegible]	[illegible] %	4.[illegible]	
Vacation Allowance & R.R.R. & U.C.I.	[illegible]	[illegible] %	[illegible]	141.75

Equipment Rental

November 1951 B&B #50 S.P. Freight Car	1 Day	3.00 Day	3.00	
" " " Roadway Cars (7 Cars)	7 "	[illegible] "	[illegible]	[illegible]

Total (3) Shoofly at Mile M.P. 783.14 $ 7,[illegible]

[illegible]

[illegible]

(A) Telegraph Line

May 1951 Tel. & Tel. [illegible] Lineman; [illegible]	[illegible]	@ [illegible]	$ 6.45	
June 1951 " " Tel. [illegible] [illegible]	[illegible]	[illegible] "	[illegible]	
September 1951 Tel. & Tel. [illegible] Lineman [illegible] time	[illegible]	[illegible]	[illegible]	
			[illegible]	
Supervision	$ 22.04	[illegible]	[illegible]	
[illegible] Compensation Insurance	[illegible]	[illegible]	[illegible]	
Vacation [illegible]	[illegible]	[illegible]	[illegible]	$ 40.14

Personal Expense

June 1951 P.W. Series Lineman (meals)	[illegible]		[illegible]	
September 1951 P.W. " "	[illegible]		[illegible]	2.30

[illegible]

May 1951 P.W. Series Lineman (Auto)	[illegible]	.07 mi.	2.10	
June 1951 " " "	[illegible] "	.07 "	1.96	
September 1951 " " " "	28	.07 "	[illegible]	6.02

Material [illegible]

Sleeves [illegible]	[illegible] ea.	[illegible] ea.	.20	
Wire Copper #9 [illegible]	[illegible]	[illegible]	[illegible]	.27
Stores Expense	.27	[illegible]		.02

Material [illegible]

Sleeves, #9 B & S	[illegible]		[illegible]	
Brackets, pole, wood	[illegible]		[illegible]	
Insulators, glass, standard	4		[illegible]	
Poles, [illegible], 20 Ft. Class 7, [illegible] treated	2		[illegible]	
Wire, Copper #9	550 ft.		[illegible]	[illegible]

[illegible]

Duplex Wire, [illegible] gauge	[illegible] ft.			[illegible]
Total (A) Telegraph Line				$ [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Supervision [illegible]

Workmen's Compensation Insurance [illegible]

Vacation Allowance [illegible]

Equipment Rental

[illegible]

Total (1) [illegible]

(2) [illegible]

[illegible]

Supervision [illegible]

Workmen's Compensation Insurance [illegible]

Vacation Allowance [illegible]

Total (2) [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Workmen's Compensation Insurance [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Salem, Oregon July 31, 1952

STATE OF OREGON

To Southern Pacific Company, Dr.

65 Market Street, San Francisco 5, California

Project Chrome Plant-Cedar Point

Highway Comm. Agreement No. RW 11318

Sub-Division No.

Ry. Company's Agreement No. Audit 84897

Estimate No. 5

Period Covered November and December, 1951

Prefix & Acct. No. 6-1038

Item	Total Amount To Date	Previous Amount	Present Amount
Invoice 422155	3,583.56	3,583.56	
" 422655	2,335.36	2,335.36	
" 422647	429.52	429.52	
" 423003	750.58	750.58	
" 424886	2,367.25	2,367.25	
" 424427	328.97	-0-	328.97
Totals	9,795.24	9,466.27	328.97
Retained 10 %	979.52	946.63	32.89
Total Payments	8,815.72	8,519.64	296.08

Pay This Estimate $ 296.08

Computed by _____ Checked by _____

Approved Field Engr. _____

Previous Voucher No. _____

Approved:

Bridge Office Engineer

S-130
(A.A.R. 206)

BILL COLLECTIBLE

Bill No. 424427

Quote above number when remitting

Month's Account

Date Made

Dept. No.

19

To SOUTHERN PACIFIC COMPANY, Dr. JUN 10 1952

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

[illegible]		[illegible]

DISTRIBUTION:

C W Sheppard

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
65 Market Street,
San Francisco 5, California

SOUTHERN PACIFIC COMPANY 424427

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated September 8, 1950
Between the State of Oregon, State Highway Commission and
Southern Pacific Company

ESTIMATE No. 6

November and
December 1951.

	Description (1)	Total Work To Date (2)	Previous Estimates (3)	This Estimate (4)
		$	$	$
1	Inspection	1,108.51	1,108.51	
2	Flagging and Watching	829.36	829.36	
3	Track Work (Construct shoofly, etc.)	7,273.72	6,944.75	328.97
4	Telegraph Work	63.94	63.94	
5	Bringing Ballast Cars to Slide and Return	323.65	323.65	
6	Check for Settlement Slide	9.38	9.38	
7	Construct Grade Crossing for Equipment	137.37	137.37	
8	Clear Wire for Contractor Equipment	49.31	49.31	
9	Total	9,795.24	9,466.27	328.97
10	Total Estimate No. 6			328.97

11 This Estimate is based on Weekly Report Summaries Nos. 36 to 46 Incl.
12 Supplement No. 1 to Weekly Report Summary No. 33
13 " No. 1 " " " " No. 34
14 " No. 1 " " " " No. 35

Res. Eng.

OK

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 36 — Period Ending November 3, 1951
" " " " 37 — Week Ending November 10, 1951
" " " " 38 — " " " 17, 1951

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 39 — Week Ending November 24, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(3) CONSTRUCT SHOOFLY					
2	Place Culvert					
3	Foreman (343.19/168) B&B #30	Hours	8	2.0428	16.34	
4	Asst. Foreman (320.69/168) "	"	8	1.9089	15.27	
5	Lead Carpenter "	"	8	1.801	14.41	
6	Carpenter Class A "	"	32	1.765	56.48	
7	Carpenter Helpers "	"	8	1.573	12.58	
8					115.08	
9	Supervision		$115.08	10.00 %	11.51	
10	Workmen's Compensation Insurance		115.08	4.00 %	4.60	
11	Vacation Allowance & Railroad					
12	Retirement & Un. Com. Taxes		115.08	9.18 %	10.56	
13						141.75
14	Equipment Rental					
15	Roadway Cars (7 ea.) B&B #30	Days	7	2.00	14.00	
16	S. P. Freight (1 ea.) "	"	1	3.00	3.00	
17						17.00
18	Total (3) Construct Shoofly and					
19	Total Weekly Report Summary No. 39					158.75

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 24897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 40 — Period Ending November 30, 1951
" " " " 41 — Period Ending December 1, 1951

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept.8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 42

Week Ending December 8, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(3) CONSTRUCT SHOOFLY			$	$	$
2	Raise track M. P. 783.14					
3	Foreman (279.69/160) Sect. 95	Hours	8	1.7481	13.98	
4	Laborers "	"	16	1.429	22.86	
5	Laborers "	"	24	1.417	34.01	
6					70.85	
7	Supervision					
8	Workmen's Compensation Insurance		$70.85	10.00 c	7.09	
9	Vacation Allowance & Railroad		70.85	4.00 c	2.83	
10	Retirement & Un.Comp. Taxes		70.85	9.18 c	6.50	
11						87.27
12	Total (3) Construct Shoofly and					
13	Total Weekly Report Summary No. 42					87.27

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept.8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 43		Week Ending	December 15, 1951
" " " " 44		" "	December 22, 1951
" " " " 45		" "	December 29, 1951
" " " " 46		Period "	December 31, 1951

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept.8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 33
Supplement No. 1

Week Ending October 20, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(3) CONSTRUCT SHOOFLY					
2	Raise Track M. P. 783.14					
3	Equipment Rental					
4	Roadway Cars (8 ea.) Ex.Gang #2	Days	8 car days	2.00 da.	16.00	
5	Tank Car (1 ea.) "	"	1 " "	1.75 "	1.75	
6	S. P. Freight (1 ea.) "	"	1 " "	3.00 da.	3.00	
7	Compressor (1 ea.) "	"	1 days	3.50 "	3.50	
8	Compressor tools "	"	1 "	3.40 da.	3.40	
9						27.65
10	Total (3) Construct Shoofly and					
11	Total Weekly Report Summary No. 33, Supp. No. 1					27.65

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept.8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 34
Supplement No. 1

Week Ending October 27, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(3) CONSTRUCT SHOOFLY					
2	Raise Track M. P. 783.14					
3	Equipment Rental					
4	Roadway Car (8 ea.) Ex. Gang #20	Days	8 car days	2.00 day	16.00	
5	Tank Car (1 ea.) "	"	1 " "	1.75 "	1.75	
6	S. P. Freight (1 ea.) "	"	1 " "	3.00 "	3.00	
7	Compressor "	"	1 day	3.50 "	3.50	
8	Compressor Tools "	"	1 "	3.40. "	3.40	
9						27.65
10	Total (3) Construct Shoofly and					
11	Total Weekly Report Summary No. 34 Supplement No. 1					27.65

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept.8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 35
Supplement No. 1

Period Ending October 31, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(3) CONSTRUCT SHOOFLY					
2	Raise Track M. P. 783.14					
3	Equipment Rental					
4	Roadway Car (8 ea.) Ex.Gang #20	Days	8 car days	2.00 day	16.00	
5	Tank Car (1 ea.) "	"	1 " "	1.75 "	1.75	
6	S. P. Freight (1 ea.) "	"	1 " "	3.00 "	3.00	
7	Compressor "	"	1 day	3.50 "	3.50	
8	Compressor tools "	"	1 "	3.40 "	3.40	
9						27.65
10	Total (3) Construct Shoofly and					
11	Total Weekly Report Summary No. 35 Suppl. No. 1					27.65

Salem, Oregon 22 Jan., 19 52

STATE OF OREGON,

To Southern Pacific Company, Dr.

San Francisco 5, California

Project Chrome Plant - Cedar Point Section

Highway Comm. Agreement No. RW 11318

Sub-Division No.

Ry. Company's Agreement No. Audit 84897

Estimate No. 4

Period Covered October 1951

Prefix & Acct. No. 6-1038

Item	Total Amount To Date	Previous Amount	Present Amount
Invoice 422155	3,583.56	3,583.56	
Invoice 422655	2,335.36	2,335.36	
Invoice 422647	429.52	429.52	
Invoice 423003	750.58	750.58	
Invoice 424886	2,367.25	-0-	2,367.25
Totals	9,466.27	7,099.02	2,367.25
Retained 10 %	946.63	709.90	236.73
Total Payments	8,519.64	6,389.12	2,130.52

Pay This Estimate $ 2,130.52

Computed by

Checked by

Approved Field Engr.

Previous Voucher No.

Approved:

Bridge Office Engineer

BILL COLLECTIBLE 424886 S-130 (A.A.R. 206)

Bill No.
Quote above number when remitting

Month's Account [illegible]

Dept. No. [illegible]

Date Made JAN 8 1952 19

To SOUTHERN PACIFIC COMPANY, Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
San Francisco 5, California

[illegible]

DISTRIBUTION:

Approved
E A Barnhart
Res. Eng.

APPROVED
ASSISTANT DIV. ENGINEER

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco 5, California

424866

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF JOINT ACCOUNT WORK

Highway Construction Chrome to Cedar Point Oregon
In Accordance with Agreement Audit No. B4877, dated September 8,1950
Between the State of Oregon,State Highway Commission and
Southern Pacific Company

ESTIMATE No. 5 October 1951

	Description (1)	Total Work To Date (2)	Previous Estimates (3)	This Estimate (4)
		$	$	$
1	Inspection	1,108.51	1,108.51	-
2	Flagging and Watching	829.36	910.65	81.29 Cr
3	Track Work (Construct shoofly,etc.)	6,944.75	4,506.34	2,438.41
4	Telegraph Work	63.94	48.47	15.47
5	Bringing Ballast Cars to Slide and Return	323.65	323.65	-
6	Check for Settlement Slide	9.38	9.38	-
7	Construct Grade Crossing for Equipment	137.37	132.17	5.20
8	Clear Wire for Contractor Equipment	49.31	59.85	10.54 Cr
9	Total	9,466.27	7,099.02	2,367.25
10	Total Estimate No. 5			2,367.25

11 This Estimate is based on Weekly Report Summaries Nos 31 to 35 Incl.
12 Supplement No. 2 to Weekly Report Summary No. [illegible]
13 " " 4 " " " " " [illegible]
14 " " 4 " " " " " [illegible]
15 " " [illegible] " " " " " [illegible]
16 " " [illegible] " " " " " [illegible]
17 " " [illegible] " " " " " [illegible]
18 " " 1 " " " " " [illegible]
19 " " 1 " " " " " [illegible]
20 " " [illegible] " " " " " [illegible]
21 " " [illegible] " " " " " [illegible]
22 " " [illegible] " " " " " [illegible]

[illegible] STATE HIGHWAY COMMISSION

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 31 Week Ending October 6, 1951

WEEKLY REPORT SUMMARY No. 32 Week Ending October 13, 1951

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 33 Week Ending October 20, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(3) Construct Shoofly					
2	Raise Sunken Grade M.P. 783.14 Extra Gang #20					
3	Foreman ($305.19/184)	Hrs	8	1.6586	13.27	
4	Asst. Foreman	"	8	1.609	12.87	
5	Laborers	"	160	1.417	226.72	
6					252.86	
7	Workmen's Compensation Ins.		$252.86	4.00 c	10.11	
8	Supervision		252.86	10.00 c	25.29	
9	Railroad Retirement and					
10	Unemployment Compensation Taxes		252.86	9.18 c	23.21	311.47
11	and Vacation Allowance					
12	Total (3) Construct Shoofly and Total Weekly Report Summary No. 33					311.47

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 24497, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 34 Week Ending October 27, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(3) Construct Shoofly					
2	Raise Sunken Grade M.P. 783.14					
3	Foreman ($305.19/184) Ex.Gang #20	Hrs	8	1.6586	13.27	
4	Asst. Foreman "	"	8	1.609	12.87	
5	Laborers "	"	168	1.417	238.06	
6	Foreman ($287.19/184) Sect.95	"	16	1.5608	24.97	
7	Laborers "	"	80	1.429	114.32	
8					403.49	
9	Workmen's Compensation Insurance		$403.49	4.00 c	16.14	
10	Supervision		403.49	10.00 c	40.35	
11	Railroad Retirement and					
12	Unemployment Compensation Taxes					
13	and Vacation Allowance		403.49	9.18 c	37.04	497.02
14						
15	Material					
16	A-River Run Ballast	Cu.Yds	266	.98	260.68	
17	Purchase Expense		$260.68	.005	1.30	261.98
18						
19	Freight Tons	Miles	Ton-Mi.			
20	A-Reedsport Oregon to job 399.	44.1	17595.9	0.005		87.98
21	Total (3) Construct Shoofly and Total Weekly Report Summary No. 34					846.98

UTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 24897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 35 Period Ending October 31, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	(3) Construct Shoofly					
2	Raise Sunken Grade M.P. 783.14					
3	Foreman ($305.19/184) Ex.Gang #20	Hrs	8	1.6586	13.27	
4	Asst. Foreman "	"	8	1.609	12.87	
5	Laborers "	"	112	1.417	158.70	
6					184.84	
7	Workmen's Compensation Insurance		$184.84	4.00 c	7.39	
8	Supervision		184.84	10.00 c	18.48	
9	Railroad Retirement and					
10	Unemployment Compensation Taxes					
11	and Vacation Allowance		184.84	9.18 c	16.97	
12						227.68
13	Total (3) Construct Shoofly and Total Weekly Report Summary No. 35					227.68

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No.6-Supp.No.2 Week Ending May 19, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Price to Follow Supplement					
2	(3) Construct Shoofly					
3	Material					
4	Ballast	Cu.Yds.	40	.98	39.20	
5	Purchase Expense		$39.20	.005	.20	39.40
6						
7	Freight	No Charge, included in Cost of Work train				
8	Total (3) Construct Shoofly and Total Weekly Report Summary No. 6 - Supp. No. 2					39.40

OUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No.7-Suppl.No.4 Week Ending May 26, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$		$	$
1	Cost to Follow Supplement						
2	(3) Construct Shoefly						
3	Material						
4	A-SH bolts, track 7/8"		Each	16	2.50 c	.40	
5	A-SH Cont. joints 80#		"	4	.50	2.00	
6	C-D W Crossties, Creo. 6x8		"	25	245.90 c	61.48	
7	A-SH Rail 80#	1760#	Ft.	66	15.00 NT	13.20	
8	B-N spikes	714 Ea.	Kegs	3	5.10 c	36.41	
9	A-SH tie plates 9-1/2x10		Each	20	.11	2.20	
10						115.69	
11	Purchase Expense - Ties			$61.48	.005	.31	
12	Store Expenses			36.81	9.00 c	3.31	119.31
13							
14	Freight	Tons	Miles	Ton-Mi.			
15	A-Brooklyn, Ore. to job	1.085	256.8	278.63			
16	B-Ogden Utah to job	.300	1116.9	335.07			
17	C-Salem Ore. to Eugene	1.325	70.9	93.94			
18	D-Eugene Ore. to job	1.525	137.2	209.23			
				916.87	.005		4.58
19	Estimated Salvage of Material to be Recovered						90.00 Cr
20	Ballast S.P.Co.		Yds.	160	.98	156.80	
21	Purchase Expense			$156.80	.005	.78	157.58
22							
23	Freight		No Charge, included in Cost of Work Train				
24	Ballast United Contract Co.						
25	* Crushed rock (F.O.B. North Bend)		Cu.Yds.	210			520.01
26	*Note: Paid to United Contracting Co. for emergency						
27	purchase account of slide at M.P. 783.						
28	Total (3) Construct Shoefly						711.48
29	(4) Telegraph Work						
30	Material Southern Pacific						
31	Nicopress sleeves #114-D		Each	4	.05	.20	
32	Wire copper #9	5 Ft.	Lb.	.2	.33	.07	
33							.27
34	Store Expense			.27	9.00 c		.02
35	Total (4) Telegraph Work						.29
36	Total Weekly Report Summary No.7 - Suppl. No. 4						711.77

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 8-Supp. No. 4 Period Ending May 31, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	Cost to follow Supplement						
2	(3) Construct Shoofly						
3	Freight Charges Omitted on 76 Cu.Yd. Ballast						
4		Ton	Miles	Ton-Mi.			
5	A-Reedsport Oregon to job	114.	44.1	5027.4	0.005		25.14
6	Total (3) Construct Shoofly						25.14
7	(7) Construct Grade Crossing for Equipment						
8	Material						
9	B-Boat spikes 3/8"x10"		Lbs.	50	9.27 Cwt	4.64	
10	Store Expense			$4.64	9.00 %	.42	
11							5.06
12	Freight	Ton	Miles	Ton-Mi.			
13	B-Ogden Utah to job	.025	1116.9	27.92	0.005		.14
14	Total (7) Construct Grade Crossing for Equipment						5.20
15	Total Weekly Report Summary No. 8 -Supp. No. 4						30.34

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 9-Supp.No.1 Period Ending June 2, 1951

Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
(8) Clear Wire for Contractors Equipment						
Material						
As - Charged						
Wire F.E. #8		Lb.	2.95	.12	.35	
Wire #16 Duplex		Ft.	600	.04	24.00	24.35 Gr.
Store Expense			$24.35	5.00 %		1.22 Gr.
Freight	Tons	Miles	Ton-Mi			
W. O. to job	.011	727.2	7.999	0.005		.04 Gr.
						25.61 Gr.
Should - Be						
Material Western Union						
Wire F.E. #80		Ft.	40		.37	
Wire #16 Duplex		Ft.	600		19.40	19.77
Material Salvaged						
Wire, copper #9 B&B		Ft.	530			4.70 Gr.
Total (8) Clear Wire for Contractors Equipment and Total Weekly Report Summary No. 9 - Supp. No.1						10.54 Gr.

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No.10-Supp.No.1 Week Ending June 9, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
					$	$	$
1	(2) Flagging and Watching						
2	Foreman ($285.50/168)	Sect.143	Hrs	8	1.6994	13.60	
3	Laborers	"	"	48	1.419	68.11	
4						87.71	
5	Workmen's Compensation Ins.			$81.71	4.00 %	3.27	
6	Supervision			81.71	10.00 %	8.17	
7	Railroad Retirement and						
8	Unemployment Compensation Taxes						
9	and Vacation Allowance			81.71	9.18 %	7.50	
10							100.65 Cr.
11	Total (2) Flagging and Watching and						
12	Total Weekly Report Summary No. 10-Supp. No.1						100.65 Cr.

OUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84297, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No.12-Supp.No.2 Week Ending June 23, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
					$	$	$
1	Cost to Follow Supplement						
2	(3) Construct Shoofly (Restore Main Line)						
3	Material						
4	A-New cedar ties 6x8		Each	50	181.12 c	90.56	
5	B-New spikes (2 kegs)		"	468	5.50 c	25.74	
6						116.30	
7	Purchase Expense - Ties			$90.56	.005	.45	
8	Store expense			25.74	9.00 c	2.32	
9							119.07
10	Freight	Tons	Miles	Ton-Mi			
11	A-Coos Bay to job	2.4	15.6	37.44			
12	B-Ogden Utah to job	.197	1116.9	220.03			
				257.47	0.005		1.29
13	Freight charges omitted on 76 Cu.Yds. Ballast						
14		Tons	Miles	Ton-Mi.			
15	A-Reedsport Oregon to job	114	44.1	5027.4	0.005		25.14
16	Total (3) Construct Shoofly and						
17	Total Weekly Report Summary No.12-Supp. No. 2						145.50

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No.13-Supp.No.1 Week Ending June 30, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	Cost to Follow Supplement					
2	(3) Construct Shoofly					
3	Unload Ballast					
4	A-Gravel Ballast	Cu.Yds	74	.98	72.52	
5	Purchase Expense		$72.52	.005	.36	72.88
6						
7	Freight Tons	Miles	Ton-Mi			
8	A-Reedsport Oregon to job 111	44.1	4895.1	0.005		24.48
9	Total (3) Construct Shoofly and					97.36
10	Total Weekly Report Summary No.13 - Supp. No. 1					

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No.18-Supp. No.1 Period Ending July 31, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	Cost to Follow Supplement					
2	(3) Construct Shoofly					
3	Material					
4	A-Ballast	Cu.Yds	38	.98	37.24	
5	Purchase Expense		$37.24	.005	.19	37.43
6						
7	Freight Tons	Miles	Ton-Mi			
8	A-Reedsport Oregon to job 57	44.1	2513.7	0.005		12.57
9	Total (3) Construct Shoofly and					50.00
10	Total Weekly Report Summary No.18-Supp.No.1					

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No.20-Supp.No.1 Week Ending August 11, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	(3) Construct Shoofly					
2	Raise Tracks					
3	Laborers Ex.Gang.#20	Hrs	8	1.417	11.34	
4	" O.T. "	"	1	2.1255	2.13	
5					13.47	
6	Workmen's Compensation Ins.		$13.47	4.00 c	.54	
7	Supervision		13.47	10.00 c	1.35	
8	Railroad Retirement and					
9	Unemployment Compensation Taxes					
10	and Vacation Allowance		13.47	9.18 c	1.24	
11						16.60 Cr.
12	Total (3) Construct Shoofly and					
13	Total Weekly Report Summary No.20-Supp.No.1					16.60 Cr.

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 25-Supp.No.1 Week Ending September 8, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	Cost to Follow Supplement					
2	(4) Telegraph Work					
3	Material Western Union					
4	Poles 20' RWC-BT CI 7	Each	2		14.18	
5	Brackets wood pole	"	4		.25	
6	Insulators Std. glass	"	4		.30	
7	Wire copper #9	Ft.	550		9.01	
8	Sleeves #9 B&D	Each	6		.36	
9						24.10
10	Salvage					
11	Duplex #16	Ft.	600			8.92 Cr
12	Total (4) Telegraph Work and					
13	Total Weekly Report Summary No.25-Supp.No.1					15.18

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No.26-Supp.No.1 Week Ending September 15, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
					$	$	$
1	(2) Flagging and Watching						
2	Laborers	Sect.143	Hrs	8	1.429	11.43	
3	" O.T.	"	"	2	2.1435	4.29	
4						15.72	
5	Workmen's Compensation Ins.			$15.72	4.00 %	.63	
6	Supervision			15.72	10.00 %	1.57	
7	Railroad Retirement and						
8	Unemployment Compensation Taxes						
9	and Vacation Allowance			15.72	9.18 %	1.44	
10							19.36
11	Total (2) Flagging and Watching and						
12	Total Weekly Report Summary No.26-Supp.No.1						19.36

Salem, Oregon 15 January, 19 52

STATE OF OREGON,

To Southern Pacific Company, Dr.

65 Market Street, San Francisco, California

Project Chrome Plant

Cedar Point Section

Highway Comm. Agreement No. [illegible] 11318

Sub-Division No.

Ry. Company's Agreement No. Audit 84897

Estimate No. 3

Period Covered Aug. & Sept. 1951

Prefix & Acct. No. 6-1038

Item	Total Amount To Date	Previous Amount	Present Amount
Invoice 422155	3,583.56	3,583.56	
" 422655	2,335.36	2,335.36	
" 422647	429.52	429.52	
" 423003	750.58	-0-	750.58
Totals	7,099.02	6,348.44	750.58
Retained 10 %	709.90	634.84	75.06
Total Payments	6,389.12	5,713.60	675.52

Computed by Checked by

Approved Field Engr.

Previous Voucher No.

Pay This Estimate $

Approved:

Bridge Office Engineer

S-130
(A.A.R. 206)

BILL COLLECTIBLE

Bill No. 23003

Quote above number when remitting

Month's Account [illegible] 1951

Dept. No. J- 865

Date Made NOV 29 1951 19

To SOUTHERN PACIFIC COMPANY. Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

[illegible]

DISTRIBUTION:

✓ G.A.Barnhart
Res Eng.

ok [illegible]

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
65 Market Street,
San Francisco 5, California

423003

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. [illegible] dated September 8, 1950
Between the State of Oregon, State Highway Commission and
Southern Pacific Company

ESTIMATE No. 4

August and
September 1951

	Description (1)	Total Work To Date (2)	Previous Estimates (3)	This Estimate (4)
1	Inspection	$ 1,108.51	$ 1,009.33	$ 99.18
2	Flagging and Watching	910.65	910.65	-
3	Construct Shoofly	4,506.34	3,858.10	648.24
4	Telegraph [illegible]	48.47	45.31	3.16
5	Bringing [illegible] Cars to [illegible] and Return	323.45	323.45	-
6	Check [illegible] Settlement [illegible]	9.38	9.38	-
7	Construct Grade Crossing for Equipment	137.17	137.17	-
8	Clear Site for Contractor Equipment	45.85	45.85	
9	Total	7,089.82	6,339.24	750.58
10	Total Estimate No. 4			750.58

11 This Estimate is based on Weekly Report Summaries Nos. 27 to 30 Incl.
12 Supplement No. 1 to Weekly Report Summary No. 7
13 " " 2 " " " " " 8
14 " " 3 " " " " " 13

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 31897, dated Sept. 5, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT NUMBER No. 19 Period Ending, August 4, 1951

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 42897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 20 — Week ending, August 11, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
					$	$	$
1	INSPECTION						
2	Engineer Inspector (385.00/184)		Hours	24	2.0924	50.22	
3	Workmen's Compensation Insurance			$ 50.22	4.00 c	2.01	
4	Supervision			50.22	10.00 c	5.02	
5	R.R. Retirement, Unemp. Compensation						
6	Taxes & Vacation Allowance						
7				50.22	9.18 c	4.61	
8	Personal Expenses						61.86
9	R.M. Ayers, Inspector		Meals	6		6.60	
10	" " " Hotel		Room	1		3.00	
11							9.60
12	Total (1) Inspection						71.46
13	(3) CONSTRUCT SHOOFLY						
14	Raise Tracks						
15	Foreman (305.19/184)	Extra #20	Hours	8	1.6586	13.27	
16	" O.T.	"	"	1	2.70	2.70	
17	Asst. Foreman	"	"	8	1.609	12.87	
18	" " O.T.	"	"	1	2.4135	2.41	
19	Laborers	"	"	200	1.417	283.40	
20	" O.T.	"	"	25	2.1255	53.14	
21						367.79	
22	Workmen's Compensation Insurance			$367.79	4.00 c	14.71	
23	Supervision			367.79	10.00 c	36.78	
24	R.R. Retirement, Unemp. Compensation						
25	Taxes & Vacation Allowance			367.79	9.18 c	33.76	
26							453.04
27	Equipment Rental						
28	(1) S.P. Freight car	Extra #20	Days	1	3.00	3.00	
29	(9) Roadway cars	"	"	9	2.00	18.00	
30	(1) Tank car	"	"	1	1.75	1.75	
31							22.75
32	Total (3) Construct Shoofly						475.79
33	Total Weekly Report Summary No. 20						547.25

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. #4897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 21

Week ending, August 18, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(1) INSPECTION			$	$	$
2	Engineer Inspector (365.00/174)	Hours	8	2.0924	16.74	
3	Workmen's Compensation Insurance					
4	Supervision		$ 16.74	4.00 %	.67	
5	R.R.Retire., Unemp. Compensation		16.74	10.00 %	1.67	
6	Taxes, Vacation Allowance					
7			16.74	9.18 %	1.54	
8	Personal Expenses					20.62
9	R.E.Ayers, Inspector					
10	" "	Meals	3		3.60	
11	" " Hotel	Room	1		3.50	
						7.10
12	Total (1) Inspection and Total Weekly Report Summary No. 21					27.72

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 22
" " " " 23
" " " " 24

Week ending, August 25, 1951
Period: August 26-31, 1951
" One day Sept. 1, 1951

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

UTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction [illegible] to Cedar Point, Oregon
In Accordance with Agreement Audit No. 64897, dated Sept. 6, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 25 Week ending, Sept. 8, 1950

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(A) TELEGRAPH WORK					
2	District Lineman (399.52/152) Tel. #25	Hrs.	8	-	N/C	
3	Note: Saturday pay included in hourly rates.					
4	Personal Expenses					
5	F. W. Davies - District Lineman	Meals	1		1.20	
6	Personal Auto	Miles	28	.07	1.96	
7						3.16
8	Material					
9	Poles 20' RoC-GT CL 7	Each	2	Cost to follow		
10	Brackets wood pole	"	4	" " "		
11	Insulators std. glass	"	4	" " "		
12	Wire cu. #9	Feet	550	" " "		
13	Sleeves #9 B-B	Each	6	" " "		
14	Salvage					
15	Duplex #16	Feet	600	" " "		
16	Total (A) Telegraph Work and Total Weekly Report Summary No. 25					3.16

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 64697, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 26	Week ending, Sept. 15, 1951
" " " " 27	" " Sept. 22, 1951
" " " " 29	" " Sept. 29, 1951
" " " " 30	One Day Sept. 30, 1951

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 64997, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 7
Supplement No. 1

Week ending, May 26, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(3) CONTRACT SUPPLY			$	$	$
2	Material					
3	Ballast (United Contract Co.)	Cu.Yds.	50	Cost to follow		

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction [illegible] to Cedar Point, Oregon
In Accordance with Agreement Audit No. 64897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 8
Supplement No. 3

Period Ending, May 31, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(3) CONSTRUCT SHOOFLY					
2	Material					
3	River run gravel					
4	Purchase expense	Cu.Yds.	76	.98	74.48	
5			$74.48	.005	.37	
						74.85
6	Freight			Cost to follow		
7	Total (3) Construct Shoofly and Total Weekly Report					
8	Summary No. 8 Supplement No. 3					74.85

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Glasgow to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 5, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 12
Supplement No. 1

Week ending, June 23, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	(3) CONSTRUCT SHOOFLY						
2	Equipment Rental						
3	(1) S.P. Freight Car	Extra 420	Days	1	3.00	3.00	
4	(9) Roadway cars	"	"	9	2.00	18.00	
5	(1) Tank car	"	"	1	1.75	1.75	
6							
7	Material						22.75
8	River Run Gravel		Cu.Yds.	76	.98	74.48	
9	Purchase expense			$ 74.48	.005	.37	
10							74.85
11	Total (3) Construct Shoofly and Total Weekly Report						
12	Summary No. 12, Supplement No. 1						97.60

Southern Pacific Company

S-280

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

LE
AUDITOR OF DISBURSEMENTS
GROTH
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
M. JOHNSON
AUDITOR OF PAY ROLL ACCOUNTS
GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
C. S. MACKENZIE
L. J. MASSON
ASST. GENERAL AUDITORS

P. H. TODD
AUDITOR OF FREIGHT ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

IN REPLY PLEASE REFER TO

RJP 220-113 (State of Oregon)

DEC 28 1951

State of Oregon
State Highway Commission
Salem, Oregon

Gentlemen: Attention: Bridge Office Engineer

Referring to your letter of November 28, 1951 your Prefix & Acct. No. 6-1038-283 Agreement No. RW 11318 returning our bills Audit No. 422665 amount $2,335.36 and 422647 amount $429.52 covering estimates Nos. 2 and 3 for cost of labor and material furnished for highway construction Chrome to Cedar Point, Oregon:

The matter of reducing our bills by the amount charged for supervision assessed at the rate of 10% of direct labor costs was referred to our Chief Engineer who advises as follows:

> "It is possible that confusion resulted from a comparison of the above bills with those prepared under contracts which incorporate the provisions of General Administration Memorandum No. 299 of the U.S. Bureau of Public Roads. Under the Bureau's regulations, the detailed cost of the preparation of bills is substituted for the ten percent overhead charge.
>
> The State of Oregon has not hitherto objected to the payment of this cost nor have other States or Federal Agencies. Bills for highway relocation between Gates and Detroit, Oregon were paid without protest."

In view of the above, our bills are correct as rendered and same are attached for your further handling and placing in line for payment.

Yours truly,

R. V. Coleman

RECEIVED
DEC 31 1951
HIGHWAY COMMISSION

Salem, Oregon November 28, 1951

STATE OF OREGON,

To Southern Pacific Company, Dr.

65 Market Street, San Francisco 5, Calif.

Project Chrome Plant-Cedar Point Section

Highway Comm. Agreement No. HW 11318

Sub-Division No.

Ry. Company's Agreement No. Audit 84897

Estimate No. 2

Period Covered June and July 1951

Prefix & Acct. No. 6-1038

Item	Total Amount To Date	Previous Amount	Present Amount
Inv. 422155	3,583.56	3,583.56	-0-
" 422655	2,335.36	-0-	2,335.36
" 422647	429.52	-0-	429.52
Totals	6,348.44	3,583.56	2,764.88
Retained 10 %	634.84	358.36	276.48
Total Payments	5,713.60	3,225.20	2,488.40

Pay This Estimate $ 2,488.40

Computed by ______ Checked by ___

Approved Field Engr. ______

Previous Voucher No. ______

Approved:

Gardner

Bridge Office Engineer

S-130
(A.A.R. 206)

BILL COLLECTIBLE

Bill No. 422665

Quote above number when remitting

Month's Account

Dept. No.

Date Made OCT 8 1951 19

To SOUTHERN PACIFIC COMPANY. Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

[illegible]

DISTRIBUTION:

6-1038-201

APPROVED
K.B. Lytle
DIV. ENGINEER

O.K. J.A. Bamhart Res. Eng

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
65 Market Street,
San Francisco 5, California

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated September 8, 1950
Between the State of Oregon, State Highway Commission and
Southern Pacific Company

ESTIMATE No. 2 June 1951

Description (1)	Total Work To Date (2)	Previous Estimate (3)	This Estimate (4)
	$	$	$
(1) Inspection	842.22	467.77	374.45
(2) Flagging and Watching	910.65	111.88	798.77
(3) Construct Shoofly	3,618.59	2,554.02	1,064.57
(4) Telegraph Work	45.31	7.59	37.72
(5) Bringing Ballast Cars to slide and return	323.65	323.65	-
(6) Check for Settlement Slide	9.38	9.38	-
(7) Construct Grade Crossing for Equipment	109.27	109.27	-
(8) Clear wire for Contractor Equipment	59.85	-	59.85
Total Estimate	5,918.92	3,583.56	2,335.36

This Estimate is based on Weekly Report Summaries Nos. 9 to 13 Incl.
Supplement No. 1 to Weekly Report Summary No. 2
" " 1 " " " " " 6
" " 1 " " " " " 7
" " 1 " " " " " 8

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 24397, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

Weekly Report Summary No. 9

Period June 1 - 2, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(2) FLAGGING AND WATCHING			$	$	$
2	Watching					
3	Laborer Sect. 143	Hours	8	1.419	11.35	
4	" O.T. "	"	16	2.1285	34.06	
5						
6					45.41	
	Workmens Compensation Insurance		$45.41	4.00 c	1.82	
9	Supervision		45.41	10.00 c	4.54	
10	R.R. Retire. Unemployment Comp.					
11	Taxes & Vacation Allowance		45.41	9.18 c	4.17	
12						55.94
13	Total (2) Flagging & Watching					55.94
14	(8) CLEAR WIRE FOR CONTRACTORS EQUIPMENT					
15	Lineman $391.43/168 Tel & Tel	Hour	8	2.3299	18.64	
16	Workmens Compensation Ins.		$18.64	4.00 c	.75	
17	Supervision		18.64	10.00 c	1.86	
18	R.R. Retire., Unemployment Comp.					
19	Taxes & Vacation Allowance		18.64	9.18 c	1.71	
20						
21	Personal Expense					22.96
22	Lineman Tel & Tel	Meal	1			1.10
23	Equipment Operation					
24	Lineman's Automobile	Mile	56	.07		3.92
25	Material					
26	Wire F.S. #8	Lb.	2.95	.12	.35	
27	" #16 Duplex	FT.	600	.04	24.00	
28						24.35
29	Handling Costs - Stores & Mat'l. Yds.		$24.35	5.00 c		1.22
30	Freight Tons	Miles	Ton Miles			
31	W. O. to Job .011	727.2	7.999	$0.005		.04
32	Total (8) Clear Wire for Contractors Equipment					53.59
33	Total Weekly Report Summary No. 9					109.53

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit NO. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

Weekly Report Summary No. 10 Week Ending June 9, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(1) INSPECTION					
2	Engr. Insptr. ($385.00/168)	Hour	8	2.2917	18.33	
3	Workmen's Compensation Ins.		$18.33	4.00 %	.73	
4	Supervision		18.33	10.00 %	1.83	
5	R.R. Retire., Unemployment Comp.					
6	Taxes & Vacation Allowance		18.33	9.18 %	1.68	
7						22.57
8	Personal Expense					
9	Engr. Insptr.	Meal	2		2.40	
10	" "	Lodging	1		3.00	
11						5.40
12	Total (1) Inspection					27.97
13	(2) FLAGGING AND WATCHING					
14	Watching					
15	Foreman (285.50/168) Sect. 143	Hours	16	1.6994	27.19	
16	Laborer "	"	104	1.419	147.58	
17	" O.T. "	"	44	2.1285	93.65	
18					268.42	
19	Workmen's Compensation Ins.		$268.42	4.00 %	10.74	
20	Supervision		268.42	10.00 %	26.84	
21	R.R. Retire., Unemployment Comp.					
22	Taxes & Vacation Allowance		268.42	9.18 %	24.64	
23						330.64
24	Total (2) Flagging & Watching					330.64
25	Total Weekly Report Summary No. 10					358.61

[illegible]t 1 of 2.

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 6, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

Weekly Report Summary No. 11

Week Ending June 16, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(1) INSPECTION			$	$	$
2	Engr. Insptr.($385.00/168)	Hour	32	2.2917	73.33	
3	" " Saturday Time	"	8	2.2917	18.33	
4						
5	Workmen's Compensation Ins.				91.66	
6	Supervision		$91.66	4.00 %	3.67	
7	R.R. Retire., Unemployment Comp.		91.66	10.00 %	9.17	
8	Taxes & Vacation Allowance					
9			91.66	9.18 %	8.41	
						112.91
10	Personal Expense					
11	Engr. Insptr.					
12	" "	Meals	7		8.70	
13	" "	Hotel	1		2.50	
14		"	1		3.50	
						14.70
15	Total (1) Inspection					127.61
16	(2) FLAGGING AND WATCHING					
17	Watching					
18	Laborer Sect. 143	Hours	40	1.419	56.76	
19	" O.T. "	"	44	2.1285	93.65	
20					150.41	
21	Workmens Compensation Ins.					
22	Supervision		$150.41	4.00 %	6.02	
23	R.R. Retire., Unemployment Comp.		150.41	10.00 %	15.04	
24	Taxes & Vacation Allowance					
25			150.41	9.18 %	13.81	
						185.28
26	Total (2) Flagging and Watching					185.28
27	(3) CLEAR WIRE FOR CONTRACTOR'S EQUIPMENT					
28	Linemen ($391.43/168) Tel. #25	Hours	1-1/2	2.3299	3.49	
29	Workmen's Compensation Ins.					
30	Supervision		$3.49	4.00 %	.14	
31	R.R. Retire., Unemployment Compen.		3.49	10.00 %	.35	
32	Taxes & Vacation Allowance					
33			3.49	9.18 %	.32	
						4.30

7 Sheet [illegible] of 2.

TRACT: Highway Construction Chrome to Cedar Point, Oregon.

Weekly Report Summary No. 11

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	(8) CLEAR WIRE FOR CONTRACTOR'S EQUIPMENT - Cont'd					
2	Equipment Operation					
3	Lineman Auto	Mile	28	.07		1.96
4	Total (8) Clear Wire for Contractor's Equipment					6.26
5	Total Weekly Report Summary No. 11					319.15

Sheet 1 of 2

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

Weekly Report Summary No. 12

Week Ending June 23, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(1) INSPECTION			$	$	$
2	Engineer Inspector (385.00/168)	Hours	32	2.2917	73.33	
3	" " O.T.	"	9	3.4375	30.94	
4					104.27	
5	Workmens Compensation Ins.		$104.27	4.00 %	4.17	
6	Supervision		104.27	10.00 %	10.43	
7	R.R. Retire, Unemployment Comp.					
8	Taxes & Vacation Allowance		104.27	9.18 %	9.57	
9						128.44
10	Personal Expenses					
11	Engineer Inspector	Meals	14		16.85	
12	" "	Hotel	2	3.50	7.00	
13	" "	"	1	3.00	3.00	
14	" "	Bus	1		4.66	
15						31.51
16	Total (1) Inspection					159.95
17	(2) FLAGGING AND WATCHING					
18	Watching					
19	Foremen O.T. Sect. 143	Hours	8	2.54	20.32	
20	Laborer O.T. "	"	37	2.1285	78.75	
21					99.07	
22	Workmen's Compensation Ins.		99.07	4.00 %	3.96	
23	Supervision		99.07	10.00 %	9.91	
24	R.R. Retire., Unemployment Comp.					
25	Taxes & Vacation Allowance		99.07	9.18 %	9.09	
26						122.03
27	Total (2) Flagging and Watching					122.03
28	(1) Construct Shoofly					
29	Restore Main Line					
30	Foremen(285.50/168) O.T. Sect. 95	Hours	10	2.54	25.40	
31	Laborers O.T. "	"	60	2.1285	127.71	
32	Foremen (285.50/168) O.T. Sect. 141	"	11	2.54	27.94	
33	Laborers O.T. "	"	55	2.1285	117.07	
34	Foremen (285.50/168) OT Sect. 142	"	10	2.54	25.40	

Sheet 2 of 2.

ROJECT: Highway Construction Chrome to Cedar Point, Oregon.

Weekly Report Summary No. 12

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(3) Construct Shoofly - Cont'd					
2	Restore Main Line - Cont'd					
3	Laborers O.T. Sect. 142	Hours	70	2.1285	149.00	
4	Foreman(293.50/168)O.T. Extra 20	"	11	2.60	28.60	
5	Asst. Foreman O.T. "	"	11	2.3985	26.38	
6	Laborers O.T. "	"	176	2.1105	371.45	
7					898.95	
8	Workmens Compensation Ins.					
9	Supervision		898.95	4.00 %	35.96	
10	R.R. Retire., Unemployment Comp.		898.95	10.00 %	89.90	
11	Taxes & Vacation Allowance					
12			898.95	9.18 %	82.52	
13	Equipment Rental					1,107.33
14	Motor Car #3748 Sect. 141	Day	1		2.75	
15	" " #4051 extra 20	"	1		2.75	
16	Material					5.50
17	Cedar ties	Each	50	Cost to follow		
18	Spikes	Kegs	2	" " "		
19	Total (3) Construct Shoofly					1,112.83
20	(4) TELEGRAPH WORK					
21	Lineman (391.43/168 O.T.) Tel.#25	Hours	10	2.814	28.14	
22	Workmens Compensation Ins.					
23	Supervision		28.14	4.00 %	1.13	
24	R.R. Retire., Unemployment Comp.		28.14	10.00 %	2.81	
25	Taxes & Vacation Allowance					
26			28.14	9.18 %	2.58	34.66
27	Personal Expenses					
28	Lineman	Meals	1			1.10
29	Equipment Operation					
30	Lineman's Auto	Mile	28	.07		1.96
31	Total (4) Telegraph Work					37.72
32	Total Weekly Report Summary No. 12					1,432.53

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

Weekly Report Summary No. 13 Week Ending June 30, 1951.

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(3) CONSTRUCT SHOOFLY				$	$	$
2	Unload Ballast						
3	Foreman (285.50/168)	Sect. 95	Hours	4	1.6994	6.80	
4	Labor	"	"	24	1.419	34.06	
5						40.86	
6	Workmens Compensation Ins.			40.86	4.00 %	1.63	
7	Supervision			40.86	10.00 %	4.09	
8	R.R. Retire., Unemployment Comp.						
9	Taxes & Vacation Allowance			40.86	9.18 %	3.75	
10							50.33
11	Material						
12	Gravel Ballast		Cars	2	Cost to Follow		
13	Total (3) Construct shoofly and Weekly Report Summary No. 13						50.33

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

Weekly Report Summary No. 2 Supp. No. 1 Week Ending April 28, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(1) INSPECTION					
2	Engr. Insptr. ($380.00/168)	Hour	8	2.2619	18.10	
3	Workmens Compensation Ins.		$18.10	4.00 %	.72	
4	Supervision		18.10	10.00 %	1.81	
5	R.R. Retire., Unemployment Comp.					
6	Taxes & Vacation Allowances		18.10	9.18 %	1.66	
7						22.29
8	Personal Expenses					
9	Engr. Insptr. R. M. Ayers	Meals	2		1.85	
10	" "	Bus			4.66	
11						6.51
12	Total (1) Inspection & Total Supplement No. 1 to Weekly Report					
13	Summary No. 2					28.80

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

Weekly Report Summary No. 6, Supp. No. 1 Week Ending May 19, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(1) INSPECTION			$	$	$
2	Engr. Insptr. ($385.00/176)	Hour	8	2.1875	17.50	
3	Workmen's Compensation Ins.		$17.50	4.00 %	.70	
4	Supervision		17.50	10.00 %	1.75	
5	R.R. Retire., & Unemployment Comp.					
6	Taxes & Vacation Allowance		17.50	9.18 %	1.61	
7						21.56
8	Personal Expenses					
9	Engr. Insptr.	Meals	3		3.40	
10	"	Bus			4.66	
11						8.06
12	Total (1) Inspection & Total Supp. No. 1 to Weekly Report Summary No. 6					29.62

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1951
Between State of Oregon, State Highway Commission and
Southern Pacific Company

Weekly Report Summary No. 7, Supp. No. 1 Week Ending May 26, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(3) CONSTRUCT SHOOFLY				$	$	$
2	* Laborers O.T.						
3	"	Extra 20	Hour	70	2.1105	147.74	
4	" C.T.	Sect. 142	"	8	1.419	11.35	
5		"	"	2	2.1285	4.26	
6	Workmens Compensation Ins.					163.35	
7	Supervision			$163.35	4.00 %	6.53	
8	R.R.Retire., Unemployment Comp.			163.35	10.00 %	16.34	
9	Taxes & Vacation Allowance						
10				163.35	9.18 %	15.00	
							201.22 Cr
11	Foreman (285.50/176)	Sect. 142	Hour	8	1.6222	12.98	
12	Laborers	"	"	48	1.419	68.11	
13						81.09	
14	Workmens Compensation Ins.						
15	Supervision			$81.09	4.00 %	3.24	
16	R.R. Retire, Unemployment Comp.			81.09	10.00 %	8.11	
17	Taxes & Vacation Allowance						
18				81.09	9.18 %	7.44	
							99.88
19	Equipment Rental						
20	Motor Car #3936	Sect. 142	Day	1	2.75		2.75
21	Total (3) Construct Shoofly and						
22	Total Supplement No. 1 to Weekly Report Summary No. 7						98.59CR

23 NOTE: * Form L7702 Extra No. 20 Report 1-A dated April 20, 1951.

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1951
Between State of Oregon, State Highway Commission and
Southern Pacific Company

Weekly Report Summary No. 8, Supp. No. 1 Period May 27-31, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	(1) INSPECTION						
2	Personal Expenses						
3	Engr. Inspector		Hotel		.50		
4	Total (1) Inspection						.50
5	(2) FLAGGING AND WATCHING						.50
6	Laborers						
7		Sect. 143	Hour	24	1.419	34.06	
8	" O.T.	"	"	24	2.1285	51.08 85.14	
9	Workmens Compensation Ins.						
10	Supervision			$85.14	4.00 %	3.41	
11	R.R.Retire., Unemployment Comp.			85.14	10.00 %	8.51	
12	Taxes & Vacation Allowance						
13				85.14	9.18 %	7.82	
14	Total (2) Flagging and Watching						104.88
15	Total Supp. No. 1 to Weekly Report Summary No. 8						104.88 105.38

S-130
(A.A.R. 206)

BILL COLLECTIBLE

Bill No. 422647

Quote above number when remitting

Month's Account September 1951

Date Made OCT 5 1951 Dept. No. 19

To SOUTHERN PACIFIC COMPANY. Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

[illegible]

DISTRIBUTION:

6-1038-201

APPROVED
K.W. Lytle
DIV. ENGINEER

O.K. G.A.Barnhart Res. Eng.

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
65 Market Street,
San Francisco 5, California

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated September 8, 1950
Between the State of Oregon, State Highway Commission and
Southern Pacific Company

ESTIMATE No. 3 July 1951

	Description (1)	Total Work To Date (2)	Previous Estimates (3)	This Estimate (4)
		$	$	$
1	Inspection	1,009.33	842.22	167.11
2	Flagging and Watching	910.65	910.65	-
3	Construct Shoofly	3,858.10	3,618.59	239.51
4	Telegraph Work	45.31	45.31	-
5	Bringing Ballast Cars to Slide and Return	323.65	323.65	-
6	Check for Settlement Slide	9.38	9.38	-
7	Construct Grade Crossing for Equipment	132.17	109.27	22.90
8	Clear Wire for Contractor Equipment	59.85	59.85	-
9	Total This Estimate	6,348.44	5,918.92	429.52

10 This Estimate is based on Weekly Report Summaries Nos. 14 to 18 Incl.
11 Supplement No. 2 to Weekly Report Summary No. 7
12 " " 2 " " " " " 8

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction [illegible] to Cedar Point, Oregon
In Accordance with Agreement Audit No. 64897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 14

Week ending, July 7, 1951

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction [illegible] to Cedar Point, Oregon
In Accordance with Agreement Audit No. 64597, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 14

Week ending, July 7, 1951

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In accordance with Agreement Audit No. 54897, dated Sept. 8, 1950
between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 15 Week Ending, July 14, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(1) INSPECTION			$	$	$
2	Engineer Inspector (385.00/168	Hours	24	2.2917	55.00	
3	Workmen's Compensation Ins.		$ 55.00	4.00 %	2.20	
4	Supervision		55.00	10.00 %	5.50	
5	R.R.Retire., Unemployment Compen.					
6	Taxes & Vacation Allowance		55.00	9.18 %	5.05	
7						67.75
8	Total (1) Inspection & Total Weekly Report Summary No. 15					67.75

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Cushman to Cedar Point, Oregon
In accordance with Agreement Audit No. 64897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 16 Week ending, July 21, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(1) INSPECTION					
2	Engineer Inspector (385.00/168)	Hours	16	2.2917	36.67	
3	Workmen's Compensation Insurance		$ 36.67	4.00 %	1.47	
4	Supervision		36.67	10.00 %	3.67	
5	R.R.Retire., Unemployment Compen.					
6	Taxes & Vacation Allowance		36.67	9.18 %	3.37	
7						
8	Personal Expenses					45.18
9	R.A.Ayers, Engineer Inspector					
10	Meals	Meals	5		5.50	
11	Lodging	Room	1		3.50	9.00
12	Total (1) Inspection					54.18
13	(3) CONSTRUCT SHOOFLY					
14	Surfacing Track					
15	Foreman (287.19/168) Sect. 143	Hours	8	1.7095	13.68	
16	Laborers "	"	48	1.429	68.59	
17					82.27	
18	Workmen's Compensation Insurance		$ 82.27	4.00 %	3.29	
19	Supervision		82.27	10.00 %	8.23	
20	R.R.Retire., Unemployment Compen.					
21	Taxes & Vacation Allowance		82.27	9.18 %	7.55	
22						101.34
23	Total (3) Construct Shoofly					101.34
24	Total Weekly Report Summary No. 16					155.52

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 17

Week ending, July 28, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(1) INSPECTION					
2	Engineer Inspector (385.00/168)	Hours	16	2.2917	36.67	
3	Workmen's Compensation Insurance					
4	Supervision		$ 36.67	4.00 %	1.47	
5	R.R.Retire., Unemployment Compen.		36.67	10.00 %	3.67	
6	Taxes & Vacation Allowance					
7			36.67	9.18 %	3.37	
						45.18
8	Total (1) Inspection & Total Weekly Report Summary No. 17					45.18

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 14897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 18 Period ending, July 31, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(3) CONSTRUCT SHOOFLY					
2	Unloading Ballast					
3	Foreman (287.19/168) Sect. 95	hours	8	1.7095	13.68	
4	Laborers "	"	56	1.429	80.02	
5					93.70	
6	Workmen's Compensation Insurance		$ 93.70	4.00 %	3.75	
7	Supervision		93.70	10.00 %	9.37	
8	R.R.Retire. Unemployment Compen.					
9	Taxes & Vacation Allowance		93.70	9.18 %	8.60	
10						115.42
11	Material					
12	Ballast	Car	1	Cost to follow		
13	Total (3) Construct Shoofly & Total Weekly Report Summary No. 18					115.42

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84097, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 7
Supplement No. 2

Week ending, Mar. 24, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(3) CONSTRUCT SHOOFLY				$	$	$
2	Equipment Rental						
3	S.P. Freight Car	Extra #20					
4	Roadway cars (9 cars)	"	Days	1	3.00	3.00	
5	Tank car	"	"	9	2.00	18.00	
6		"	"	1	1.75	1.75	
7							22.75
8	Total (3) Construct Shoofly and Total Supplement No. 2 to Weekly Report Summary No. 7						22.75

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 5, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 8
Supplement No. 2

Period ending, May 31, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
					$	$	$
1	(7) CONSTRUCT GRADE CROSSING FOR EQUIPMENT						
2	Equipment Rental	MAB #30					
3	Roadway cars (8 cars)	"	Days	8	2.00	16.00	
4	Air compressor	"	"	1	3.50	3.50	
5	Air compressor Tools	"	"	1	3.40	3.40	
6							22.90
7	Total (7) Construct Grade Crossing for Equipment and						
8	Total Supplement No. 2 to Weekly Report Summary No. 8						22.90

Salem, Oregon Aug. 14, 1951

STATE OF OREGON,

To Southern Pacific Co., Dr.

65 Market St., San Francisco 5, Calif.

Project Chrome Plant

Cedar Point Sec.

Highway Comm. Agreement No. RW 11318

Sub-Division No.

Ry. Company's Agreement No. Audit 84897

Estimate No. 1

Period Covered April & May, 1951

Prefix & Acct. No. 6-1038

Item	Total Amount To Date	Previous Amount	Present Amount
Inv. # 422155	3,583.56	-0-	3,583.56
Totals	3,583.56	-0-	3,583.56
Retained 10 %	358.36	-0-	358.36
Total Payments	3,225.20		3,225.20

Pay This Estimate $3,225.20

Computed by

Checked by

Approved Field Engr.

Previous Voucher No.

Approved:

Bridge Office Engineer

S-130
(A.A.R. 206)

BILL COLLECTIBLE

Bill No. 422155
Quote above number when remitting

Month's Account [illegible]

Dept. No.

Date Made AUG 6 1951 19

To SOUTHERN PACIFIC COMPANY. Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

[illegible]

CW Sheppard

DISTRIBUTION:

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
65 Market Street,
San Francisco 5, California

422155

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated September 8, 1950
Between the State of Oregon, State Highway Commission and
Southern Pacific Company

ESTIMATE No. 1 March 1951

Description (1)	Total Work To Date (2)	Previous Estimate (3)	This Estimate (4)
(1) Inspection	$ 467.77	$ -	$ 467.77
(2) Flagging	111.88	-	111.88
(3) Construct [illegible]	[illegible]	-	2,554.02
(4) [illegible]	[illegible]	-	7.59
(5) [illegible]	[illegible]	-	[illegible]
(6) Check for Settlement Slide	9.38	-	9.38
(7) [illegible]	[illegible]	-	[illegible]
Total Estimate	[illegible]		[illegible]

This Estimate is [illegible]

8/22/51
APPROVED
K. D. Lytle
DIV ENGINEER

RECEIVED
AUG 1 1951
STATE HIGHWAY COMMISSION

6-1038

G. A. Barnhart
Resident Engineer

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 1 Period: April 20, 21, 1951

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$
FLAGGING					
*Laborer Sec. 142	Hour	8	1.419	11.35	
* " O.T. "		10	2.1285	21.29	
				32.64	
Workmen's Compensation Insurance		$ 32.64	4.00 c	1.31	
Supervision		32.64	10.00 c	3.26	
Railroad Retirement, Unemployment Compensation Taxes and Vacation Allowance		32.64	9.18 c	3.00	
					40.21
*Includes retroactive pay increase					
Total Flagging and Total Weekly Report Summary No. 1					40.21

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 2

Week ending, April 28, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	INSPECTION			$	$	$
2	Engr. Inspector (380.00/168)	Hour	16	2.2619	36.19	
3	Workmen's Compensation Insurance		$ 36.19	4.00 c	1.45	
4	Supervision		36.19	10.00 c	3.62	
5	Railroad Retirement and					
6	Unemployment Compensation Taxes and					
7	Vacation Allowances		36.19	9.18 c	3.32	
8						
9	Personal Expenses					44.58
10	Engr. Inspector - R.M.Ayers					
11	" " - " "	Meals	6		6.80	
12		Lodging	2	2.50	5.00	
						11.80
13	Total Inspection and Total Weekly Report Summary No. 2					56.38

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 3	Period:	April 29-30, 1951
" " " " 4	"	May 1-5, 1951
" " " " 5	Week ending,	May 12, 1951

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 6 Week ending, May 19, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
					$	$	$
1	INSPECTION						
2	Engr. Inspector (385.00/176)		Hour	20	2.1875	43.75	
3	Workmen's Compensation Insurance			$ 43.75	4.00 c	1.75	
4	Supervision			43.75	10.00 c	4.38	
5	Railroad Retirement, Unemployment						
6	Compensation Taxes and Vacation Allowance			43.75	9.18 c	4.02	
7							53.90
8	Personal Expenses						
9	Engr. Inspector		Meals	7		8.65	
10	" "		Lodging	1	3.00	3.00	
11	" "		"	2	3.50	7.00	
12							18.65
13	Total Inspection						72.55
14	CONSTRUCT SHOOFLY						
15	Pick up Track						
16	Foreman (285.50/176)	Sec. 95	Hour	4	1.6222	6.49	
17	" O.T.	"	"	7	2.54	17.78	
18	Laborers	"	"	12	1.419	17.03	
19	" O.T.	"	"	7	2.1285	14.90	
20						56.20	
21	Workmen's Compensation Insurance			$ 56.20	4.00 c	2.25	
22	Supervision			56.20	10.00 c	5.62	
23	Railroad Retirement, Unemployment						
24	Compensation Taxes and Vacation Allowance			56.20	9.18 c	5.16	
25							69.23
26	Material						
27	Ballast		Yds.	40	Cost to follow		
28	Total Construct Shoofly						69.23
29	Total Weekly Report Summary No. 6						141.78

SOUTHERN PACIFIC COMPANY

Sheet 1 of 3

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 7 Week ending, May 26, 1951

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	INSPECTION					
2	Engr. Inspector (385.00/176)	Hour	40	2.1875	87.50	
3	" " O.T.	"	18	3.2813	59.06	
4					146.56	
5	Workmen's Compensation Insurance		$146.56	4.00 c	5.86	
6	Supervision		146.56	10.00 c	14.66	
7	Railroad Retirement, Unemployment					
8	Compensation Taxes and Vacation Allowance		146.56	9.18 c	13.45	
9						180.53
10	Personal Expenses					
11	Engr. Inspector	Meals	18		21.75	
12	" "	Lodging	5	3.50	17.50	
13						39.25
14	Total Inspection					219.78
15	CONSTRUCT SHOOFLY					
16	Foreman (285.50/176) Sec. 95	Hour	20	1.6222	32.44	
17	" O.T. "	"	12½	2.54	31.75	
18	Laborers "	"	56	1.419	79.46	
19	" O.T. "	"	27	2.1285	57.47	
20	Foreman (285.50/176)O.T. Sec. 141	"	15½	2.54	39.37	
21	Trackwalker O.T. "	"	15½	2.1645	33.55	
22	Laborers O.T. "	"	31	2.1285	65.98	
23	Foreman (285.50/176) Sec. 142	"	8	1.6222	12.98	
24	" O.T. "	"	17	2.54	43.18	
25	Laborers "	"	56	1.419	79.46	
26	" O.T. "	"	104	2.1285	221.36	
27	Foreman (285.50/176) Sec. 143	"	24	1.6222	38.93	
28	" O.T. "	"	25	2.54	63.50	
29	Laborers "	"	120	1.419	170.28	
30	" O.T. "	"	80	2.1285	170.28	
31	Foreman (293.50/176)O.T. Extra 20	"	13	2.60	33.80	
32	Asst.Foreman O.T. "	"	13	2.3985	31.18	
33	Laborers O.T. "	"	369	2.1105	778.77	
34					1,983.74	
35	Workmen's Compensation Insurance		$1,983.74	4.00 c	79.35	
36	Supervision		1,983.74	10.00 c	198.37	
37	Railroad Retirement, Unemployment					
38	Compensation Taxes and Vacation Allowance		1,983.74	9.18 c	182.11	
39						2,443.57
40	Equipment Rental					
41	Motor car No. 3748 Sec. 141	Day	1	2.75	2.75	

Sheet 2 of 3

PROJECT: Highway Construction Chrome to Cedar Point, Oregon

Weekly Report Summary No. 7

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	Equipment Rental - Continued					
2	Motor Car No. 3936 Sec. 142	Day	2	2.75	5.50	
3	" " " 4741 Sec. 143	"	3	2.75	8.25	
4	" " " 4056 Ex. 20	"	1	2.75	2.75	
5						19.25
6	Material					
7	Bolts, Track 7/8" N	Each	16)			
8	Cont. Joints 80# SH	"	4)			
9	Crossties, Creo N	"	25)	Costs to		
10	Rail 80# SH	Ft.	66)	Follow		
11	Spikes N	Kegs	3)			
12	Tie plates 9½x10 SH	Each	20)			
13	Ballast SPCo	Yds.	160)			
14	" United Contract Co.	"	160)			
15	Total Construct Shoofly					2,462.82
16	Cut in Telegraph wires acct. Slide					
17	Lineman (391.43/176)	Hour	2	2.224	4.45	
18	Workmen's Compensation Insurance		$ 4.45	4.00 c	.18	
19	Supervision		4.45	10.00 c	.45	
20	Railroad Retirement, Unemployment					
21	Compensation Taxes and Vacation Allowance		4.45	9.18 c	.41	
22						5.49
23	Equipment Operation					
24	Employees Auto	Miles	30	.07		2.10
25	Material					
26	Sleeves #9	Each	4)	Costs to Follow		
27	B&S Wire #9	Ft.	5)			
28	Total Cut in Telegraph Wires Acct. Slide					7.59
29	BRINGING BALLAST CARS TO SLIDE & RETURN					
30	Engineer	Miles	175	.1449	25.36	
31	Fireman	"	175	.1239	21.68	
32	Conductor	"	175	.1317	23.05	
33	*Brakemen	"	350	.13503	47.26	
34					117.35	
35	Workmen's Compensation Insurance		$117.35	4.00 c	4.69	
36	Supervision		117.35	10.00 c	11.74	
37	Railroad Retirement, Unemployment					
38	Compensation Taxes and Vacation Allowance		117.35	9.18 c	10.77	
39						144.55
40	*Includes retroactive pay increase					
41	Equipment Rental					
42	Locomotive 1025	Day	1		73.49	
43	6 Gondolas 1 Day ea	"	6	2.00	12.00	

Sheet 3 of 3

PROJECT: Highw. Construction Chrome to Cedar Point, Oregon

Weekly Report Summary No. 7

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	Equipment Rental					
2	Caboose	Day	1	3.00	3.00	
3						88.49
4	Trackage Charge	Miles	34	2.25	76.50	
5	Locomotive Operation	"	46	.1208	5.56	
6	" Fuel	Gals	80	.1069	8.55	
7						90.61
8	Total Bringing Ballast Cars to Slide & Return					323.65
9	Flagging					
10	Laborer Sec. 142	Hour	8	1.419	11.35	
11	" O.T. "	"	22	2.1285	46.83	
12					58.18	
13	Workmen's Compensation Insurance		$ 58.18	4.00 c	2.33	
14	Supervision		58.18	10.00 c	5.82	
15	Railroad Retirement, Unemployment					
16	Compensation Taxes and Vacation Allowance		58.18	9.18 c	5.34	
17						71.67
18	Total Flagging					71.67
19	CHECK FOR SETTLEMENT SLIDE					
20	Foreman (285.50/176) O.T.Sec. 143	Hour	3	2.54	7.62	
21	Workmen's Compensation Insurance		$ 7.62	4.00 c	.30	
22	Supervision		7.62	10.00 c	.76	
23	Railroad Retirement, Unemployment					
24	Compensation Taxes and Vacation Allowance		7.62	9.18 c	.70	
25						9.38
26	Total Check for Settlement Slide					9.38
27	Total Weekly Report Summary No. 7					3,094.89

Sheet 1 of 2

OUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Construction Chrome to Cedar Point, Oregon
In Accordance with Agreement Audit No. 84897, dated Sept. 8, 1950
Between State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 8 Period: May 27-31, 1951

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
					$	$	$
1	INSPECTION						
2	Engr. Inspector (385.00/176)		Hour	24	2.1875	52.50	
3	" " O.T.		"	8	3.2813	26.25	
4						78.75	
5	Workmen's Compensation Insurance			$ 78.75	4.00 c	3.15	
6	Supervision			78.75	10.00 c	7.88	
7	Railroad Retirement, Unemployment						
8	Compensation Taxes & Vacation Allowance			78.75	9.18 c	7.23	
9							97.01
10	Personal Expenses						
11	Engr. Inspector		Meals	10		12.05	
12	" "		Lodgings	1	3.00	3.00	
13	" "		"	2	3.50	7.00	
14							22.05
15	Total Inspection						119.06
16	CONSTRUCT SHOOFLY						
17	Foreman (285.50/176)	Sec. 95	Hour	4	1.6222	6.49	
18	Laborer	"	"	8	1.419	11.35	
19						17.84	
20	Workmen's Compensation Ins.			$ 17.84	4.00 c	.71	
21	Supervision			17.84	10.00 c	1.78	
22	Railroad Retirement, Unemployment						
23	Compensation Taxes & Vacation Allowance			17.84	9.18 c	1.64	
24							21.97
25	Total Construct Shoofly						21.97
26	CONSTRUCT GRADE CROSSING FOR EQUIPMENT						
27	Foreman (341.30/176)	B&B 30	Hour	8	1.9403	15.52	
28	Asst. Foreman (319.00/176)	"	"	8	1.8125	14.50	
29	Lead Carpenter	"	"	8	1.791	14.33	
30	Carpenter Class A	"	"	24	1.755	42.12	
31						86.47	
32	Workmen's Compensation Insurance			$ 86.47	4.00 c	3.46	
33	Supervision			86.47	10.00 c	8.65	
34	Railroad Retirement, Unemployment						
35	Compensation Taxes & Vacation Allowance			86.47	9.18 c	7.94	
36							106.52

Sheet 2 of 2

PROJECT: Highway Construction Chrome to Cedar Point, Oregon

Weekly Report Summary No. 8

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	CONSTRUCT GRADE CROSSING FOR EQUIPMENT					
2	Equipment Rental					
3	Motor car No. 2954	Day	1	2.75		2.75
4	Material					
5	Boat Spikes 3/8"x10"	Lbs.	50	Cost to follow		
6	Total Construct Grade Crossing for equipment					109.27
7	Total Weekly Report Summary No. 8					250.30

RECEIVED
FOR FILING

F-172 (6)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 15, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3380	16-final	E. L. Gates & Co. Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18878	R.51490	$ 1,628.81	10/14/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1951

Time Extensions: Extended to Feb. 15, 1952 without penalty

Completion Date: Feb. 15, 1952

Date Accepted: Aug. 18, 1952

Penalties: None of record

Claims: None outstanding of record

Remarks:

Date: 10-15-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
SEP 9 1952
FOR FILING

September 9, 1952

[illegible] Cates & Co., Inc.
444 Center St.
Salem, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 18, 1952, had under discussion your request for an extension of time of 168 days, from August 31, 1951 to February 15, 1952, within which to complete your contract No. 3380 for grading and paving on the Chrome Plant-Cedar Point Section of the Oregon Coast Highway in Coos County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

C. C. Gall,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
AU[illegible]
FOR FILING

August 28, 1952

General Casualty Company of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3380, for grading and paving on the Chrome Plant-Cedar Point Section of the Oregon Coast Highway in Coos County, was completed by the contractor, E. L. Gates & Co.,Inc., on February 15 and was formally accepted by the Highway Commission on August 18, 1952.

Final payment in the amount of $1,628.81 will be released to the contractor on or after September 8, 1952. The total contract amount is $378,518,43, of which amount $2,046.65 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD
[illegible]

RECEIVED
FOR FILING

August 13, 1952

Oregon State Highway Commission

Request for extension of time
No. 14
August 18 and 19 meeting

Gentlemen:

Herewith a request from E. L. Gates & Co., Inc., for an extension of time on Contract No. 3380, Chrome Plant-Cedar Point Section of the Oregon Coast Highway, from August 31, 1951 to February 15, 1952.

Practically all work on this contract was completed within the time limit with the exception of the seal coat on the asphaltic concrete pavement. Weather conditions at the completion date did not seem suitable for the application of the seal coat, and it was deferred at the request of the Engineer. Tests made during January and February indicated that the seal coat would not be required, and the Contractor was therefore released on February 15.

For this reason, I would recommend that the extension be granted without penalty, and Mr. C. G. Polk, of the Bureau of Public Roads, concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure
cc Mr. H. G. Smith
EAP: bl

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FOR FILING

FORM 3-103X 25M 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 12, 1952

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3380, Chrome Plant - Cedar Point Section of the Oregon Coast Highway, Ore. F-172 (6), from August 31st, 1951 to February 15th, 1952, to E. L. Gates & Co., Inc., contractors.

Practically all the work on this contract was completed within the time limit with the exception of the seal coat on the asphaltic concrete paving. Weather conditions at the completion date did not seem suitable for the application of the seal coat and it was deferred. Permeability tests made during January and February indicated that the seal coat would not be required and the contractor was therefore released on February 15th.

For this reason, I would recommend that the extension be granted without penalty.

Very truly yours,

. C. Williams
Ass't. State Highway Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams

RECEIVED

FOR FILING

June 11, 1952

General Casualty Company of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to E. L. Gates & Co., Inc. on contract No. 3380, covering the Chrome Plant-Cedar Point Section of the Oregon Coast Highway in Coos County.

This payment, in the amount of $9,851.69, will be released to the contractor on or after June 21, 1952. The retained percentage is $1,500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Company of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department.

NOTED ON CARD

6-11-52

RECEIVED
FOR FILING

March 6, 1952

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to E. L. Gates & Co., Inc. in connection with their contract No. 3380, covering the Chrome Plant-Cedar Point Section of the Oregon Coast Highway in Coos County.

This payment, in the amount of $2,714.66, will be released to the contractor on or after March 17, 1952. The retained percentage is $11,351.69.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD

RECEIVED
FOR FILING

February 29, 1952

G. H. Burnett, Surety Department
General Insurance Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland, Oregon

Dear Mr. Burnett:

Re: Bond 184226 - E. L. Gates & Co. -
Contract No. 3380 covering the
Chrome Plant-Cedar Point Section of
Oregon Coast Highway in Coos County

I want to thank you kindly for your letter of February 28 regarding the claim of the Armco Drainage & Metal Products, Inc. for materials furnished E. L. Gates & Co.,Inc. in connection with their contract No. 3380 with the Highway Commission.

It so happens I received, in the same mail, a letter from the Armco Drainage & Metal Products,Inc. advising their claim had been paid. This information clears our record. I enclose a copy of my acknowledgment of their letter which explains briefly how this office functions with regard to claims that may be filed against highway contracts.

All creditors and contractors are treated exactly alike, and during the thirty-three years I have been connected with the Highway Department we have had only two or three complaints with regard to the procedure.

With kindest personal regards, I remain

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

NOTED ON CARD
[illegible]

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA
HOME OFFICES - SEATTLE 5, WASHINGTON

AMERICA GENERAL COMPANIES
H. K. DENT
PRESIDENT
PORTLAND SERVICE OFFICE
209 S.W. FOURTH AVENUE
TELEPHONE: ATwater 3123
PORTLAND, OREGON

Feb. 28, 1952

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Department
Salem, Oregon

Re: Bond 184226 - E. L. Gates & Co. -
Contract No. 3380 covering the
Chrome Plant-Cedar Point Section of
Oregon Coast Highway in Coos County

Dear Mr. Glaisyer:

This will acknowledge receipt of your letter of Feb. 20 advising that the Highway Commission is preparing to pay E. L. Gates & Co. Inc., a portion of their retainage, amounting to $17,181.57 which will reduce the retainage to 3% of the total earned by the contractor or the sum of $11,267.73. You advise us of a claim file d against this project by the Armco Drainage & Metal Products Inc. for materials furnished amountint to $4,482.40, of which you notified us on October 9, 1951.

At the time of your earlier letter, I took up the matter of this indebtedness with the principal and was advised that they were not refusing payment but were simply waiting for a breakdown of the items. I was therefore surprised to note that the claim was still in existence and accordingly I called Mr. Souls, Credit Manager of Armco and asked him about this. Mr. Souls was very much surprised and stated that he had never filed a claim ~~for~~ with the department. He stated that he had simply made an inquiry at which time he advised the department that he had extended that amount of credit. He was very much surprised that the department was regarding that as a claim and stated that payment had been received in full in September of last year. He was greatly concerned that this record existed against E.L.Gates and said that it was absolutely not their intention. He said he was writing you asking you to release any claim that you may have considered as such on their behalf.

Probably by now you have received Mr. Souls' letter and this is to advise you so far as the bonding company is concerned we have no objection to the commission's releasing the entire amount of retainage due that firm. Kindest personal regards.

Very truly yours,
G H Burnett
SURETY DEPARTMENT

GHBURNETT
fg

NOTED ON CARD

ANSWERED
H. B. GLAISYER

RECEIVED
FOR FILING

February 29, 1952

Armco Drainage & Metal Products,Inc.
2321 S. E. Gladstone St.
Portland 2, Oregon

Attention: Mr. Duran B. Souls

Gentlemen:

I appreciate very much your unsigned letter of February 27 advising your claim against [illegible]. L. Gates & Co.,Inc., for materials furnished in connection with the Company's contract No. 3380 with the State Highway Commission, has been paid in full. Our records will be corrected accordingly.

For your information we keep a card index of every contract awarded by the Highway Commission, and on this card we record all claims arising out of the job that come to our knowledge whether the claim is filed, in the legal manner, through the Secretary of State's Office or with the Highway Commission direct.

Sometimes it is rather difficult to determine the meaning of the creditor. Many times the creditor is unfamiliar with the procedure to be followed in filing claims so to make it absolutely certain that we do not misinterpret their meaning we record all the claims that come to our attention. This was done in your case in connection with this job. We are glad to know the claim has been paid.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: General Insurance Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland, Oregon

NOTED ON CARD
2-29-52

ARMCO DRAINAGE & METAL PRODUCTS, INC.
NORTH PACIFIC DIVISION
2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

Februsry 27, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Mr. Burnett of General Casualty called yesterday with the information that a claim of ours in the amount of $4482.40 was holding up settlement of the Chrome Plant-Cedar Point Contract No. 3380 with E. S. Gates and Company. We received payment in full from E. S. Gates on October 22. 1951 for the material we furnished to him on this contract.

We appreciate the diligence shown by yourself and staff in thus protecting our interests and had we known our letter of September 26, 1951 was to be interpreted as basis of a claim we would have notified you immediately when payment was made.

Sincerely,
Armco Drainage & Metal Products, Inc.

Credit and Collections Supervisor,
North Pacific Division

Duran B. Souls:cs

ACKNOWLEDGED
H. B. GLAISYER

[illegible]

RECEIVED
MAR 1 1952
FOR FILING

F-172(6)

February 28, 1952

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on February 15, 1952 on Contract No. 3380, Chrome Plant-Cedar Point Section, in connection with Federal Aid Project No. F-172 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

cc: John Cattrall

RECEIVED
FOR FILING
FORM E-30 25M 6-51 49713

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 20th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

Herewith letter from Mr. Richards relative to the necessity of sealing the Chrome Plant-Cedar Point Section of the Oregon Coast Highway.

In view of this, I would recommend that Mr. Yates' estimate be finalled, and that we omit the seal coat.

Very truly yours,

H. C. Smith
Construction Engineer

By K. D. Lytle
K. D. Lytle
Ass't. Construction Engineer

Advised verbally
OK to omit seal
+ final Job

KDL:AR
Enc.

NOTED
W. C. WILLIAMS

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 14, 1952

SUBJECT:

To:

H. G. Smith
Construction Engineer

Dear Sir:

Please note the attached from Barnhart concerning permeability tests on the Chrome Plant-Cedar Point Section, Oregon Coast Highway.

I recommend that a seal not be placed on this section and that we proceed forthwith to submit semi-final estimate for this project. May I have your concurrence in this recommendation?

Very truly yours,

TOM EDWARDS,
Division Engineer

TE:rw

Enc.

cc G. A. Barnhart

RECEIVED
18 1952
OFFICE OF
CONSTRUCTION ENGINEER

FORM E-30 25M 5-50 40900

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Febuary 11, 1952
Box 716 Coquille, Ore.

SUBJECT: 6-10$\overset{38}{40}$ Permeabilty Test

To: Mr. Tom Edwards
Division Engineer
Oregon State Highway
Roseburg, Oregon

Dear Sir;

I have taken permeability tests on the Chrome Plant - Cedar Point Section, 6-1o38, at the following stations:

691+00
708+00
723+50
735+90
~~[illegible]~~
750+70
781+10
800+00

No water was added for a period of 10 minutes. during any of the tests. The spots picked for testing were on joints, and places that looked the looses. The results indicate that no seal is mandatory.

Very truly yours

G. A. Barnhart
Resident Engineer

RECEIVED
FOR FILING

February 20, 1952

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to E. L. Gates & Co., Inc. a portion of the funds heretofore retained by the Commission in connection with contract No. 3380, covering the Chrome Plant-Cedar Point Section of the Oregon Coast Highway in Coos County.

This payment, which is in the amount of $17,181.57, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $11,267.73. The present payment will be released on or after March 1, 1952.

There is a claim filed against this project by the Armco Drainage & Metal Products, Inc. for materials furnished amounting to $4,482.40, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Washington
Attn.: Surety Dept.

NOTED ON CARD
2-20-52

RECEIVED
FOR FILING
OREGON DISTRICT
7 [illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 8, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-172(6) Chrome Plant-Cedar Point Section, Production Study Report No. PS 123.

Dear Sir:

Attached are four copies of subject report, "Study of Bituminous Hot Mix Paving Operations on Oregon Project F-172(6)", Chrome Plant-Cedar Point Section of the Oregon Coast Highway. The study was conducted between August 23 and September 28, 1951.

The copies are furnished you with the understanding that the report is not for publication or use outside of the Department.

This office has mailed a copy to Mr. Porter W. Yett, the contractor.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

Encl.

Department of Commerce
Bureau of Public Roads
Washington, D. C.

Research Division
Production Cost Unit

Production Study Report No. PS 126

State of Oregon
August 23 - September 28, 1951

BITUMINOUS PAVING OPERATIONS

- Part 1. Introduction
- Part 2. Plant Operations
- Part 3. Hauling Hot-Mix
- Part 4. Barber-Greene Finisher
- Part 5. Rolling Operations

By

William H. Oliver
John H. Frazier
Omar L. Homme

Highway Engineers

Not for publication

FOREWORD

Studies of the kind represented by this report are one element of a broad program of field research on the construction and maintenance of highways. The program for such research is being developed on the basis of needs evidenced either directly or through research committees by individual contractors, manufacturers, and engineers and by such organizations as the Highway Research Board, American Association of State Highway Officials, American Road Builders Association, Associated General Contractors of America, and others.

The actual field studies are made by the Research Division of the Bureau of Public Roads which has at its disposal the facilities for conducting such work on a Nation-wide basis. Individual studies are made possible through the cooperation of the State highway department or other highway agency, the contractor, the manufacturer, and the Bureau of Public Roads. Copies of each report will be furnished each of the cooperating parties, where applicable.

The data presented and the comments made in these reports are strictly of a fact-finding and interpretive nature. Under no circumstances are they to be considered critical. It should be recognized that in many cases the expense involved in eliminating a delay may not be economically justified.

Further, where information is presented relating to a particular contractor or to a special make of equipment, it is requested that the parties cooperating in these studies treat such information as confidential. In this manner studies of this kind will provide a source of data relating to job performance that can be of greatest value to the highway field.

PROJECT DATA SHEET
Production Study No. 126

State - Oregon

County - Coos

Location: Paving operations studied were done on various projects located within a radius of sixteen miles of the plant which was located about five miles north of Coquille, Oregon on US 101. The length of haul varied between sixteen miles and six tenths miles from the plant.

Contractor: Porter W. Yett Construction Company, Portland, Oregon.

Contractor's supervisory personnel:

General Superintendent - - - - - - - - - - - Patrick O'Callahgan

Plant Foreman - - - - - - - - - - - - - - N. Schlegelmilch

Oregon State Highway Department Personnel:

Division Engineer- - - - - - - - - - - - - Richard Moore

Resident Engineer F-172(6) - - - - - - - - Harold Barnhart

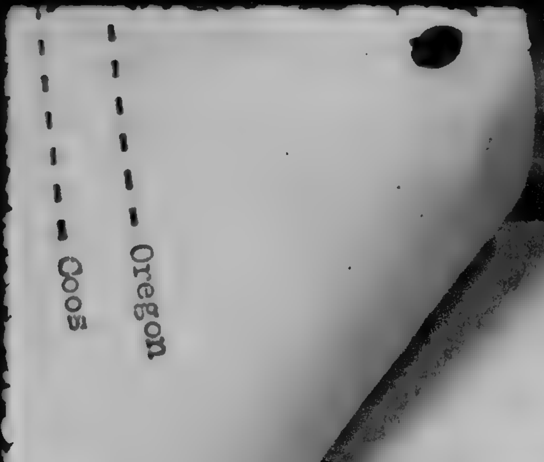
Resident Engineer F-141(12)- - - - - - - - Cecil Gall

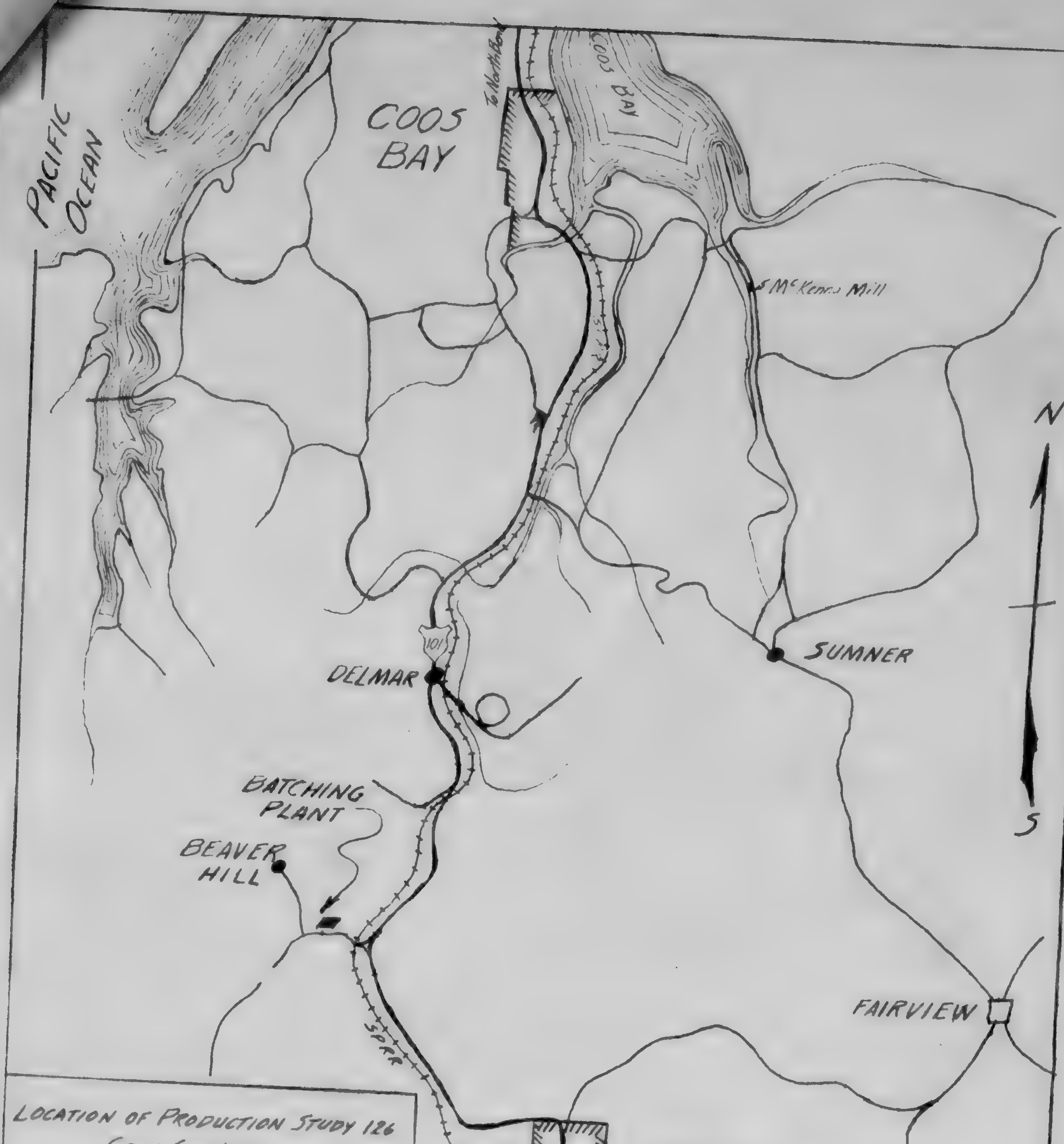
Plant Inspector- - - - - - - - - - - - - - Clifford Layton

Grade Inspector- - - - - - - - - - - - - - George Wood

Assistant Plant Inspector- - - - - - - - - Kenneth Deacon

Weigh man- - - - - - - - - - - - - - - - - James Hill


Coos
Oregon


PACIFIC OCEAN
COOS BAY
COOS BAY
To North Bend
McKenna Mill
N
S
SUMNER
101
DELMAR
BATCHING PLANT
BEAVER HILL
SPRR
FAIRVIEW
COQUILLE

LOCATION OF PRODUCTION STUDY 126
Coos County Oregon
1951

PRODUCTION STUDY REPORT ON
BITUMINOUS PAVING OPERATIONS
STATE OF OREGON

Part 1. Introduction

During the period August 23 to September 28, 1951, production studies of bituminous hot mix batch plant operations were conducted on a plant located in western Oregon. The purpose of the studies was to obtain equipment performance data relating to time utilization, performance characteristics, and production rates under field conditions.

The plant furnished material for surfacing a 4-lane section of US highway, a number of city streets in nearby cities, and several privately-owned property areas.

Bid prices for the asphaltic concrete for the various jobs are shown below.

Item	Quantity	Amount
State (rural 4-lane)	9,850 tons	$81,755.00
City	8,121 square yards	13,399.65
State City	-	1/ 9.25 per ton
Private work	-	9.00 per ton

1/ Includes $1.25 per ton for hauling the material an extra distance.

The design of the bituminous mix used on State and city projects was as follows:

Passing the 3/4-inch sieve, retained on No. 10 sieve - -64.6 percent
Passing the No. 10 sieve, retained on No. 200 sieve- - -28.1 percent
Passing the No. 200 sieve - - - - - - - - - - - - - - - - - - -1.8 percent
80 - 100 penetration asphalt- - - - - - - - - - - - - - - - -5.5 percent

There were no specifications given for the work in the private parking areas, but the above gradation, with minor changes, was used.

Figure 4. Batch plant.

The plant was electrically powered from a commercial power source. Eight motors were used to power the equipment. The plant operator had to leave the platform to control the motors which operated from a central bank of switches located in a small shack below and to the left of the mixer. Operator controls were manual.

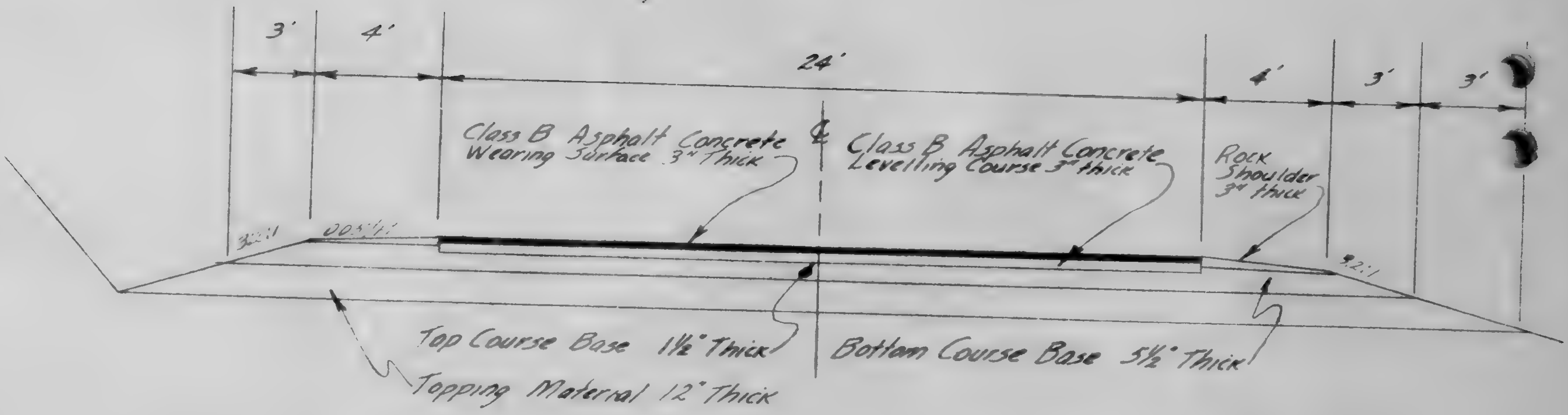
The personnel used to operate the plant were as follows:

1 plant foreman
1 timekeeper
1 fireman
1 mixer operator
1 oiler
1 night fireman
1 laborer in aggregate tunnel
1 bookkeeper

The material used was river gravel imported by rail and crushed at the plant site. The material was dumped from the railroad cars into a hopper which fed a conveyor belt. It was then screened and the portion passing a 3/8-inch screen was removed. The remainder was then passed through a crusher and screened again through a 3/4-inch screen. All material retained on this screen was sent through another crusher and stockpiled. No studies were conducted on the crushers.

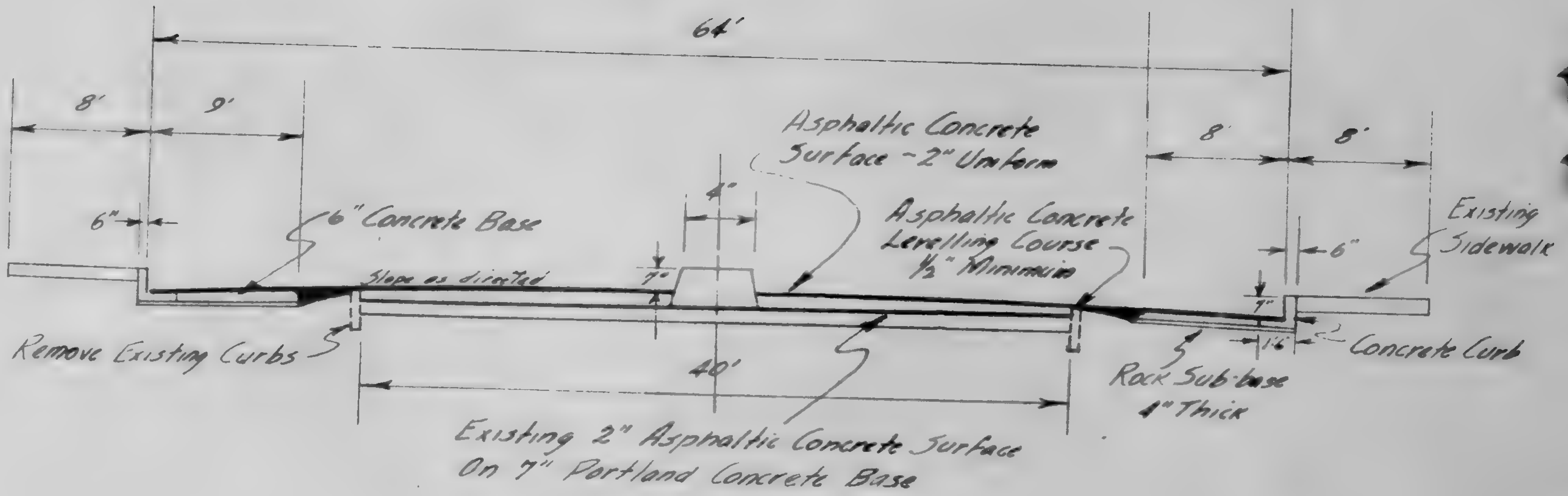
The personnel used at the crushing plant were as follows:

1 crusher foreman
2 bulldozer operators
2 crusher operators
3 laborers
1 truck driver


3'
4'
24'
4'
3'
3'
℄
Class B Asphalt Concrete Wearing Surface 3" Thick
Class B Asphalt Concrete Levelling Course 3" thick
Rock Shoulder 3" thick
3.2:1
3.2:1
Top Course Base 1½" Thick
Bottom Course Base 5½" Thick
Topping Material 12" Thick

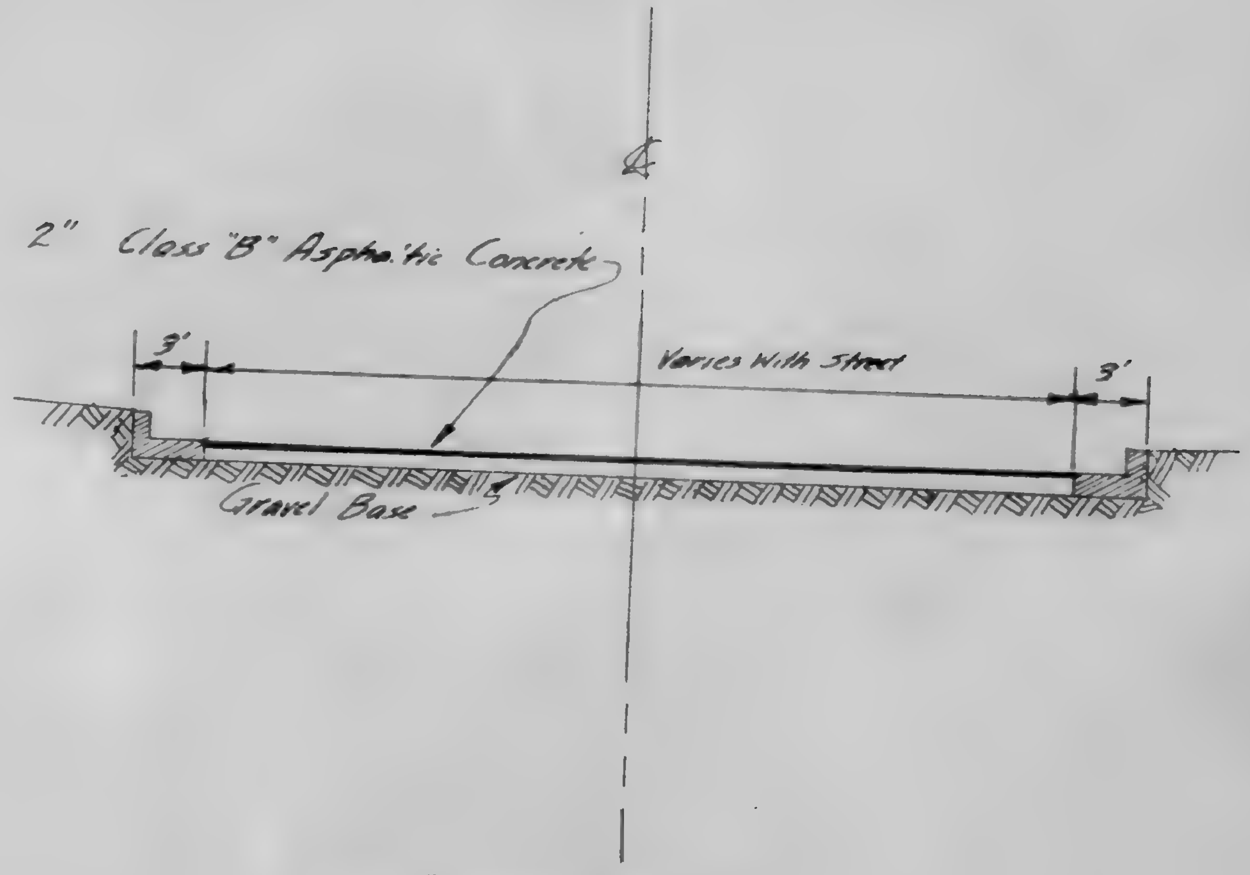
RURAL
TYPICAL CROSS SECTION

FIGURE 1.


64'
8'
9'
6"
6" Concrete Base
Slope as directed
4"
7"
Asphaltic Concrete Surface - 2" Uniform
Asphaltic Concrete Levelling Course 1/2" Minimum
8'
8'
6"
7"
1 1/2"
Existing Sidewalk
Concrete Curb
Rock Sub-base 4" Thick
Remove Existing Curbs
40'
Existing 2" Asphaltic Concrete Surface On 7" Portland Concrete Base

TYPICAL CROSS SECTION
South Broadway Street

FIGURE 2.


℄
2" Class "B" Aspha'tic Concrete
3'
Varies With Street
3'
Gravel Base

OTHER URBAN
TYPICAL CROSS SECTION

FIGURE 3.

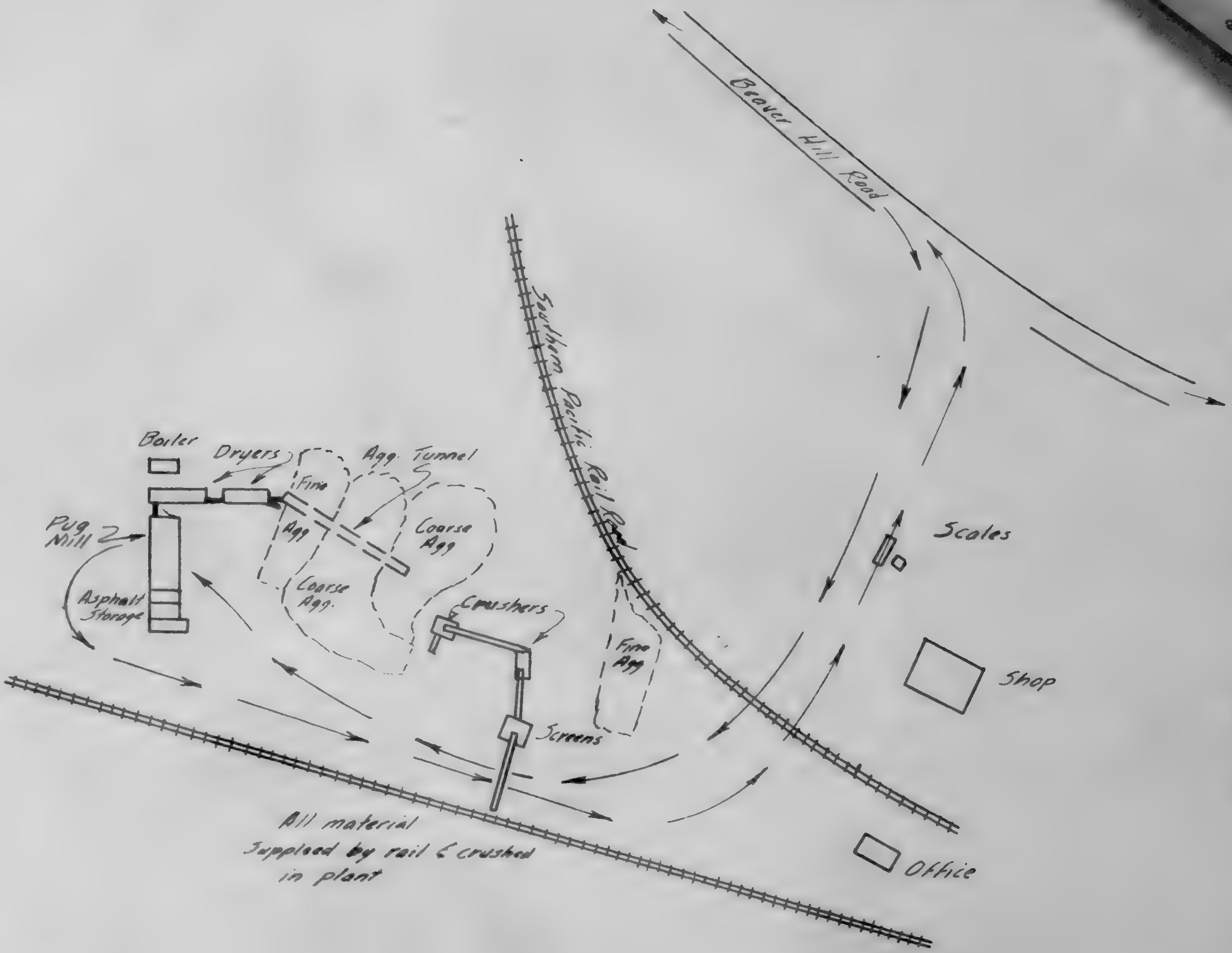
Figure 5. Arrangement of crushers.

No rains of any consequence were encountered during the study.

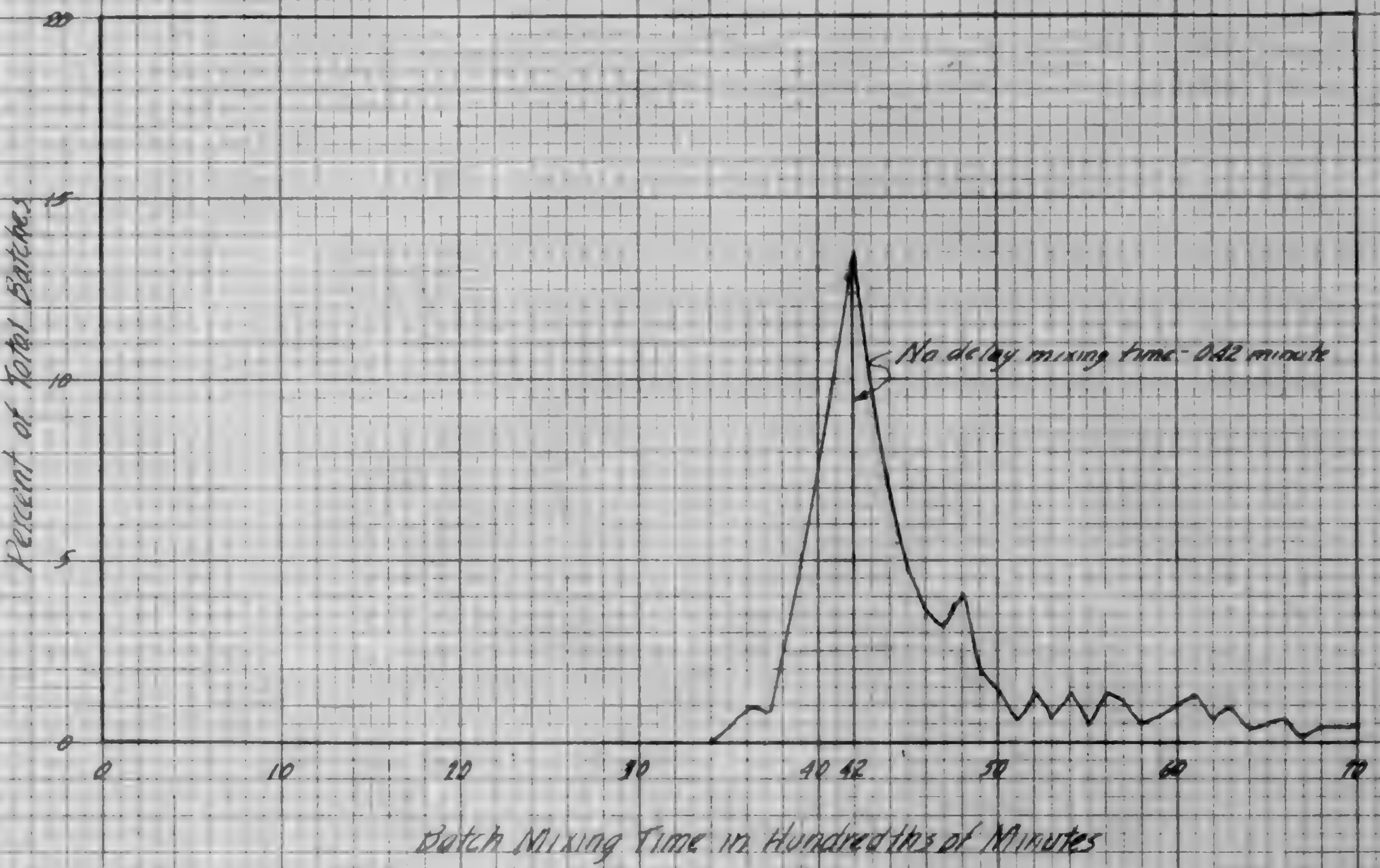
Part 2. Madsen Batch Type Bituminous Mixer - Homemade Dryer

The Madsen batch-type plant handled one and one-half tons per batch during the study period. The hauling units received four or five batches per load depending upon the haul and truck weight.

The normal sequence of the operator's functions began with the opening of the valve starting the flow of asphalt into the weighing kettle. Next the dust storage bin gate was opened until the correct amount of material dropped into the weighing hopper. The fine aggregate was then weighed out, followed by opening the gate for weighing of the coarse aggregate. The operator then shut the valve that stopped the flow of asphalt into the weighing kettle and opened the gate to discharge the batch which had been mixing during the above operations. While the batch was being discharged he watched the aggregate scales and closed the coarse aggregate bin gate as soon as weighing was completed. The discharge gate was then closed and the lever that discharged the scale hopper into the mixer pugmill was opened, followed by opening the valve that forced the asphalt from the weighing kettle through a spray bar in the mixer. When the scales showed that all of the asphalt was in the mixer, the operator dropped the aggregate charging lever, closed the asphalt charging valve and opened the asphalt weighing valve, starting another cycle.

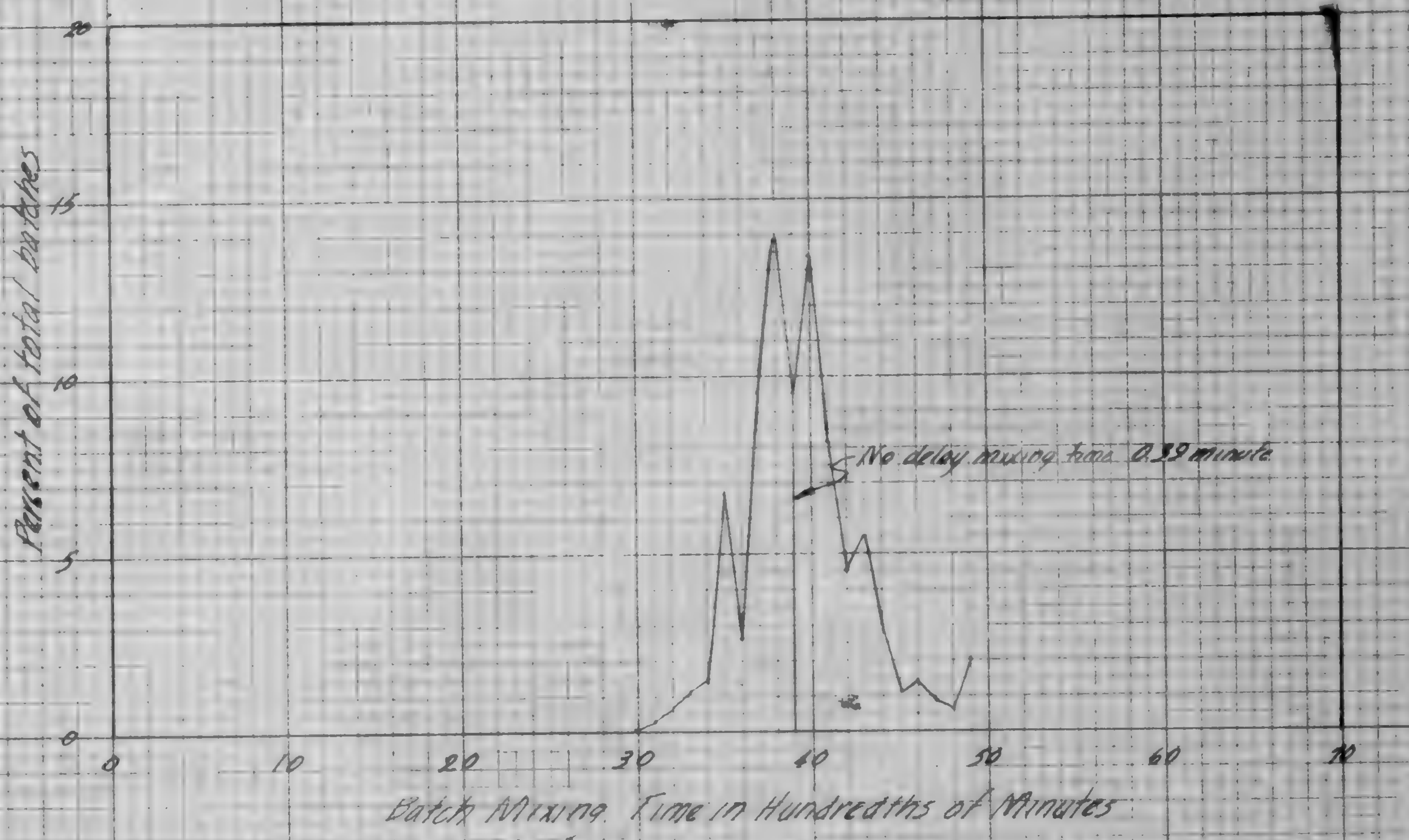

Beaver Hill Road
Southern Pacific Rail Road
Scales
Shop
Office
Fine Agg
Screens
Crushers
Coarse Agg
Agg. Tunnel
Fine Agg
Coarse Agg.
Dryers
Boiler
Pug Mill
Asphalt Storage
All material Supplied by rail & crushed in plant

PLANT LAYOUT
No Scale
FIGURE 6.



FREQUENCY DISTRIBUTION OF MIXING TIME
State and Private Work

Figure 7



FREQUENCY DISTRIBUTION OF MIXING TIME
Private Work
Figure 8.

Generally the aggregate dryer was able, during the study period, to produce an adequate aggregate supply in terms of total quantity of all sizes. However, a large number of mixing time intervals were extended while the operator waited for an adequate aggregate supply of a certain size. This was due to the grading of the material used and not to the capacity of the dryer.

The number of hauling units used during the study period was about the same regardless of the length of haul, which varied from six tenths of a mile to sixteen miles. This caused plant shutdowns of varying duration when the haul was long and allowed the operator to fill the storage bins reducing the delays due to a shortage of aggregate of a certain size.

Studies on the dryer operations were conducted concurrently with the mixer operations. Two home made dryers, connected in series, were used to dry the aggregate.

The aggregate was stockpiled over a tunnel and a belt arrangement was used to supply the first dryer. The material dropped onto the belt from a chute in the top of the tunnel. The aggregate was stocked in two sizes and a wheel running on the belt was used to regulate the flow of fine aggregate.

The dryer was equipped with a forced draft system and fueled with oil. The fan that was used for the draft also was used to regulate the flow of fine aggregate.

The dryer was equipped with a forced draft system and fueled with oil. The fan that was used for the draft also was used to collect dust.

Figure 9. General view of dryers and boiler.

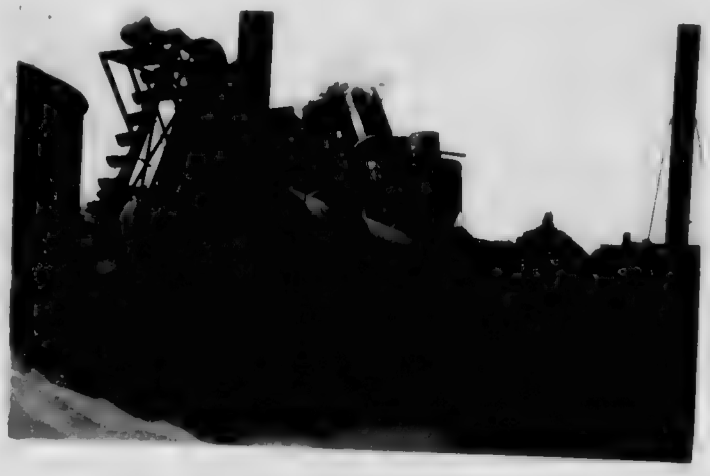


Table 2.—Classification of major delays to the Madsen mixer and the dryer

Item No.	Nature of major delay	No. of occurrences		Total delay time		Percent of total available working time	
						275.1 hours	278.2 hours
		Mixer	Dryer	Mixer	Dryer	Mixer	Dryer
1	Preparation of grade	10	10	63.0	63.6	22.9	22.9
2	Lack of hauling units at plant	85	87	39.6	47.1	14.4	16.9
3	Paver moves	18	13	9.2	8.5	3.3	3.1
4	Plant maintenance or repairs	5	4	8.7	9.2	3.2	3.3
5	Stand-by idle on hold orders	3	2	3.4	2.6	1.2	0.9
6	Paver repairs	4	4	3.0	3.1	1.1	1.1
7	Dryer repairs	3	3	1.9	1.8	0.7	0.6
8	Hand spreading at paver	4	3	1.9	1.6	0.7	0.6
9	Shortage of asphalt	1	1	0.4	0.3	0.2	0.1
10	Rain and wet grade	2	3	1.2	1.6	0.4	0.6
11	Train blocking hauling units	1	-	0.3	-	0.1	-
	Total	136	130	132.6	139.4	48.2	50.1

The total time of delays to the mixer was larger than to the dryer when the haul was short because the dryer was operated long enough to refill the bins after the delay had started for the mixer. When the haul was long, the dryer lost more time in major delays than the mixer because the trucks arrived at the plant about two minutes apart and the mixer was started before the dryer. The bins held enough aggregate to supply mix for two truck loads and usually one or two trucks were loaded before the operator started the dryers, in order to be sure that the supply of trucks was sufficient for several loads without interruption.

The large number of occurrences and total time lost in major delays due to lack of hauling units, as shown in table 2, resulted largely from the longer hauls. The contractor did not increase the number of trucks used when the haul was long, therefore, as the haul increased, the time lost due to shortage of hauling units increased.

Total available working time is the sum of (1) normal daily shift time and (2) any additional time actually worked. On this project the contractor worked a six day week 8-3/4 hours daily. Thus if 15 minutes overtime were worked on each of four days, the total available working time for the week would be 53 ½ hours.

Table 1 shows the distribution of total available working time and the extent of the major and minor delays as obtained from studies on the Madsen batch-type mixer and home made dryer during the period of observation from August 23 to September 28, 1951. Major delays consist of individual time losses 15 minutes or more in duration, whereas time losses less than 15 minutes or more in duration, are classified as minor delays. Classification of the delays by cause is shown in subsequent tables.

Table 1.--Distribution of 275.1 hours of total available working time for the Madsen mixer and the dryer

Item No.	Time element	Mixer		Dryer	
		Total time (Hours)	Percent	Total time (Hours)	Percent
1	Total available working time	275.1	100.0	278.2	100.0
2	Major delays	-132.6	-48.2	-139.4	-50.1
3	Net available working time	142.5	51.8	138.8	49.9
4	Minor delays	- 67.5	1/-24.5	- 9.2	1/ - 3.3
5	Actual productive time for drying 11,950 tons of aggregate and mixing 12,628 tons of asphaltic concrete	75.0	27.3	129.6	46.6

1/ Minor delays amounted to 47.4 percent of the net available working time for the mixer, and 6.6 percent for the dryer.

The difference in total available working time for the mixer and dryer was caused by an accumulation of several minutes daily required by the dryer to dry enough aggregate to start the day's operations.

Major delays are considered as occurring daily even though the specific delay in question may extend over a period of several days. The classification of major delays by number of occurrences, total time, and percent of the total available working time for the mixer and the dryer is shown in table 2.

Table 2.—Classification of major delays to the Madsen mixer and the dryer

Item No.	Nature of major delay	No. of occurrences		Total delay time		Percent of total available working time	
						275.1 hours	278.2 hours
		Mixer	Dryer	Mixer	Dryer	Mixer	Dryer
1	Preparation of grade	10	10	63.0	63.6	22.9	22.9
2	Lack of hauling units at plant	85	87	39.6	47.1	14.4	16.9
3	Paver moves	18	13	9.2	8.5	3.3	3.1
4	Plant maintenance or repairs	5	4	8.7	9.2	3.2	3.3
5	Stand-by idle on hold orders	3	2	3.4	2.6	1.2	0.9
6	Paver repairs	4	4	3.0	3.1	1.1	1.1
7	Dryer repairs	3	3	1.9	1.8	0.7	0.6
8	Hand spreading at paver	4	3	1.9	1.6	0.7	0.6
9	Shortage of asphalt	1	1	0.4	0.3	0.2	0.1
10	Rain and wet grade	2	3	1.2	1.6	0.4	0.6
11	Train blocking hauling units	1	-	0.3	-	0.1	-
	Total	136	130	132.6	139.4	48.2	50.1

The total time of delays to the mixer was larger than to the dryer when the haul was short because the dryer was operated long enough to refill the bins after the delay had started for the mixer. When the haul was long, the dryer lost more time in major delays than the mixer because the trucks arrived at the plant about two minutes apart and the mixer was started before the dryer. The bins held enough aggregate to supply mix for two truck loads and usually one or two trucks were loaded before the operator started the dryers, in order to be sure that the supply of trucks was sufficient for several loads without interruption.

The large number of occurrences and total time lost in major delays due to lack of hauling units, as shown in table 2, resulted largely from the longer hauls. The contractor did not increase the number of trucks used when the haul was long, therefore, as the haul increased, the time lost due to shortage of hauling units increased.

Although minor delays are ordinarily just a few seconds each in duration, it will be noted in table 1 that they amount to 24.5 percent of the total available working time for the mixer. However, the full extent of minor delays can usually be better visualized by comparing them to the net available working time rather than to the total available working time. For example, when minor delays are expressed as a percentage of the total available working time, a job with frequent and extensive major delays, such as rain, might show a proportionately less percentage of minor delays than a job with few major delays. Thus, a better basis for indicating the extent of minor delays in relation to the production operation is to express them as a percentage of the net available working time.

Minor delays were, in general classified in accordance with the apparent cause. For example, the basic cause of a minor delay of a few minutes to the mixer from a lack of trucks may have been due to a move on the part of the finisher; but if this fact could not be readily determined by the observer, the delay was charged to a shortage of trucks.

Table 3 shows the classification of minor delays by number of occurrences, total time, and percent of net available working time for the mixer and the dryer.

The change in the mix proportions used for material supplied to the private mill caused a change in the productive mixing time for this work. The change reduced the time required to weigh the batch and, as a result, the mix time was reduced. The period of operation that the mix time was different was summarized separately. A change in the haul distance reduced the number of occurrences of one type of delay and increased the number of occurrences of another type, therefore, operations involving a short haul were summarized separately from operations where the haul was long.

In addition to the totals for all operations, table 3 presents a comparison of minor delay percentages for the following breakdown of operations:

		Standard or productive mixing time (Minutes)
1	Rural paving (State contract) with a haul of about five miles	0.42
2	Urban paving (State and city contracts) with a hual of about five miles	0.42
3	Urban paving (State contract) and private work with a haul of about 13 to 15 miles	0.42
4	Private work with a haul of about twelve miles	0.39
5	State patching work on rural 4-lane highways	0.42

During the period, September 15 to 17, the contractor supplied asphaltic concrete for State patch work on the rural 4-lane highway. The material was used to fill low spots in the surface caused by settlement of fills. The contractor's operations consisted of mixing, hauling and placing the asphaltic concrete. Considerable handwork was required and the paver was required to move quite often.

The patching work occurred during a period that the contractor was waiting for the grade to be prepared on the main project.

Table 3.--Classification of minor delay occurrences to the Madsen mixer and the dryer

Item No.	Nature of minor delay	Total No. of occurrences	Total delay time (Hours)	Percent of net available working time					
				All work 142.5 total hours	Rural paving, 5-mile haul 58.0 hours	Urban paving, 5-mile haul 13.1 hours	Urban paving, 12-mile haul 38.7 hours	Private work, 12-mile haul 19.8 hours	State patching work 12.9 hours
	To the Madsen mixer								
1	Lack of hauling units at the plant	671	42.3	29.7	18.4	24.4	39.5	38.9	41.8
2	Shortage of dried aggregate	3,073	12.8	9.0	13.8	12.9	4.1	3.0	7.0
3	Start up plant	200	2.9	2.0	0.3	4.6	4.4	0.5	2.3
4	Plant repairs and maintenance	116	1.5	1.1	0.7	1.5	1.3	2.0	-
5	Draw hot aggregate bins	86	1.3	0.9	1.7	0.8	0.5	-	-
6	Engineering and instructions	175	1.3	0.9	0.7	0.8	1.2	1.0	0.8
7	Operator engaged in other work	15	1.1	0.8	-	-	1.0	4.1	-
8	Hauling unit exchanges	33	0.8	0.6	0.7	-	1.0	-	-
9	Transfer asphalt to tank or shortage	272	0.6	0.4	0.5	2.3	-	-	-
10	Personal	61	0.6	0.4	0.2	0.8	0.7	-	0.8
11	Aggregate elevator clogged	10	0.5	0.4	-	-	-	2.5	-
12	Boiler out of water	4	0.4	0.3	-	-	1.0	-	-
13	Personnel inefficiencies	120	0.3	0.2	-	-	0.5	1.0	-
14	Changing mix proportions	26	0.2	0.1	0.2	-	0.3	-	-
15	Other	304	0.9	0.6	0.2	1.5	0.3	2.0	0.8
	Total	5,159	67.5	47.4	37.4	49.6	55.8	55.0	53.5
	To the dryer			138.8 total hours	60.1 hours	15.5 hours	32.6 hours	16.8 hours	13.8 hours
1	Lack of hauling units at the plant	55	8.9	6.4	4.5	11.6	4.9	3.6	15.9
2	Aggregate elevator clogged	3	0.3	0.2	0.3	-	-	0.6	-
	Total	58	9.2	6.6	4.8	11.6	4.9	4.2	15.9

Table 4 presents averages for cycle time elements and minor delays from study data representative of a total of 7,149 batches, whose productive mixing time was considered to be 0.42 minute.

Table 4.—Standard or productive time values for the mixer cycle elements, and minor delays per cycle for batches having a productive mixing time of 0.42 minute

Item No.	Description	Average cycle time (Minute)		Percent of productive time		Percent of net available working time	
1	Mix	0.42		75.0		40.4	
2	Discharge	1/ 0.11		19.6		10.6	
3	Aggregate charging lag	0.03		5.4		2.9	
4	Actual productive cycle		0.56		100.0		53.9
5	Minor delays		0.48				46.1
6	Net available working time per cycle		1.04				100.0

1/ Productive time values for items 2 and 3 did not change for batches with a productive mixing time of 0.39 minute.

Mixing time for study purposes was considered to be that time from the start of charging the aggregate into the mixer pugmill to the opening of the discharge gate. Mixing time thus includes the time interval required to charge the aggregate and bitumen into the mixer. The aggregate charging lag consists of the time interval between the completion of discharge and the start of the aggregate charge into the mixer. Many of the delays occurred during mixing time and, therefore, increased the average actual mixing time beyond that shown in table 4. The mixing cycle time shown is exclusive of all delays.

When the haul was long, the percentage of net available working time lost due to shortage of dried aggregate decreased and the percentage lost due to lack of hauling units increased. The operator had a chance to refill the bins during a hauling unit shortage and, therefore, decreased the delays due to shortage of dried aggregate.

The operator shut down the dryer and mixer when it was apparent that no hauling units would arrive to be loaded, and when they did arrive starting the plant resulted in time being lost in starting up.

Table 5 presents productive rates for the Madsen mixer and the dryer as a composite average for all batches whose productive mixing time was 0.42 minute, or the 7,149 batches cited in table 4.

Table 5.—Average production rates for the Madsen mixer and the dryer for 0.42 minute productive mixing time

Item No.	Time basis	Mixer	Dryer	
		Tons of mix per hour	Tons of aggregate per hour	Tons of equivalent mix per hour
1	Total available working time	47.2	44.1	46.5
2	Net available working time	89.8	88.3	93.3
3	Actual productive time	166.8	94.9	100.3

Production tonnage for the dryer shown in table 5 does not reflect the material produced by the dryer and wasted by the plant by drawing the bins of aggregate sizes produced in excess of that used in the mix proportions.

The shorter mixing time used on private work resulted in greater production during productive time. A factor in the reduced mixing time was the change or reduction in the amount of asphalt and dust used in the mix. At the time the contractor started the private work, the gradation of the material used produced more fine aggregate than could be used, therefore, he used more fine aggregate in the mix. The use of less asphalt in the mix while engaged in private work reduced the time required to fill the asphalt weighing kettle, thus facilitating a shorter mixing time.

Normal requirements of the dryer did not necessitate the use of full capacity of the dryer burners. After the dryer was warmed up in the morning, it was the usual practice to turn out one of the burners.

Part 3. Hauling Hot-Mix

The contractor used between six and eleven trucks for hauling the hot-mix on this project. Nine of these trucks, three Chevrolets and six Federals, were contractor's trucks and two Dodges were privately-owned. All the trucks were of the two axle, end dump type and hauled four or five batches per load depending on their capacities and local regulations concerning axle loads. Most of the trucks were in fair operating condition although there was usually one or two of the contractor's trucks under repair. For the purpose of this study, four of the contractor's trucks were selected as representative of the hauling units and total time utilization was obtained on these units.

Table 6 shows the distribution of total available working time and extent of major and minor delays as obtained from studies on the 4 hauling units during the period of observation.

Table 6.--Distribution of 474.9 hours of total available working time for the 4 hauling units

Item No.	Time element	Total time (Truck hours)	Percent
1	Total available working time	474.9	100.0
2	45 major delays from other causes	- 75.7	- 15.9
3	Net available working time	399.2	84.1
4	2,012 minor delays	- 25.1	[1] - 5.3
5	Waits at paver	- 40.6	- 8.6
6	Waits at plant	- 21.4	- 4.5
7	Actual productive time for hauling 432 loads of asphaltic concrete	312.1	65.7

[1] Minor delays and waits amount to 21.8 percent of the net available working time.

The classification of major delays by number of occurrences, total time, and percent of the total available working time is shown in table 7.

Table 7.--Classification of 45 major delay occurrences to the 4 hauling units

Item No.	Nature of major delay	No. of occurrences	Total delay time (Truck hours)	Percent of 474.9 hours total available working time
1	Repairs	8	23.6	5.0
2	Labor shortage	4	23.0	4.8
3	Plant repairs	5	7.5	1.6
4	Hold orders	5	4.8	1.0
5	Paver repairs	2	4.0	0.8
6	Rain	6	3.8	0.8
7	Hand spreading at paver	5	3.4	0.7
8	Paver moves	7	3.4	0.7
9	Tire repairs	2	1.9	0.4
10	Workman hit by truck	1	0.3	0.1
	Total	45	75.7	15.9

Three of the 8 occurrences of item 1, repairs, covers one instance of a wheel being sheared off and causing the truck to be down over a period of 3 days. Other repair instances involved hoist, front wheel bearing, and several cases of motor repairs.

Item 4, hold orders, were instances in which the hauling units were held idle, pending orders, until it was determined whether or not more materil was needed at the paver to finish a certain area.

Table 8 shows the classification of minor delays by number of occurrences, total time, and percent of net available working time.

Table 8.—Classification of 2,012 minor delay occurrences to the 4 hauling units

Item No.	Nature of minor delay	No. of occurrences	Total delay time (Truck hours)	Percent of 399.2 hours net available working time
1	Public traffic	1,095	5.6	1.4
2	Paver delays	99	5.3	1.3
3	Refueling	95	5.1	1.3
4	Contractor's traffic	297	2.3	0.6
5	Engineering and instructions	85	1.4	0.4
6	Plant delays	50	0.8	0.2
7	Operator inefficiencies	70	0.7	0.2
8	Maintenance	50	0.6	0.1
9	Motor repairs	4	0.6	0.1
10	Personal	48	0.5	0.1
11	Stuck or pushing other truck	10	0.5	0.1
12	Wait to clean bed	12	0.4	0.1
13	Move during hand spreading	8	0.3	0.1
14	Change drivers	8	0.3	0.1
15	Physical obstructions	29	0.2	0.1
16	Other	52	0.5	0.1
	Subtotal	2,012	25.1	6.3
17	Waits at paver	291	40.6	10.2
18	Waits at plant	309	21.4	5.3
	Total	2,612	87.1	21.8

Paver delays, item 2, consisted for the most part of short paver moves.

Waits at the paver while on private work were shorter than when on the State or city work. Waits at the plant were fairly uniform regardless of the character of operations at the paver. This apparently was due to the absence of any surplus of hauling units.

Table 9 shows the distribution of net available working time per average round trip for the hauling units between the productive cycle elements, minor delays, and waits.

Table 9.—Average cycle time elements for hauling asphaltic concrete from the plant to the paver

Item No.	Description	Average distance	Average cycle time (Minutes)	Percent of productive time	Percent of net available working time
1	At plant				
	Clean truck bed		1.71	3.9	3.1
	Move to wait position	386 feet	0.60	1.4	1.1
	Exchange		0.12	0.3	0.2
	Load		2.79	6.5	5.0
	Move to scales	700 feet	1.10	2.5	2.0
	Weigh		1.33	3.1	2.4
	Total time at plant		7.65	17.7	13.8
2	Haul to paver 1/	8.3 miles	16.56	38.2	29.9
3	At paver				
	Maneuver 2/		0.74	1.7	1.4
	Exchange		0.35	0.8	0.6
	Dump		2.61	6.0	4.7
	Total time at paver		3.70	8.5	6.7
4	Return to plant	8.2 miles	15.44	35.6	27.8
5	Productive cycle time		43.35	100.0	78.2
6	Minor delays		3.48		6.3
7	Waits				
	At plant		2.97		5.3
	At paver		5.65		10.2
8	Net available working time		55.45		100.0

1/ For haul distances ranging approximately 5 miles, the time was 10.75 minutes at an average speed of about 27 miles per hour, whereas for haul distances of 13 to 15 miles the time was 24 to 28 minutes at speeds averaging from 31 to 33 miles per hour.

2/ A maneuver made after wait time had begun was included as wait time.

Part 4. Barber-Greene Finisher

A Barber-Greene finisher, model 879-A, was used on this project. The finisher was in good condition, and maintenance and repairs were negligible during the period in which studies were conducted.

Figure 10 shows the finisher operating on State work.

Figure 10. Barber-Greene finisher.

Studies on the finisher were made under varying conditions. The length of haul for the hauling units and the pavement design greatly influenced the paver operations. All of the studies, which were in the nature of random spot checks only, were made while paving on urban street sections. The haul length varied from about 5 miles to a maximum in excess of 12 miles.

Table 10 shows the classification of minor delays by number of occurrences, total time, and percent of studied net available working time.

Table 10.--Classification of 132 minor delay occurrences to the Barber-Greene Finisher during 8.92 hours of studied net available working time

Item No.	Nature of minor delay	No. of occurrences	Total delay time (Hours)	Percent of 8.92 hours net available working time
1	Lack of hot-mix at paver	52	1.89	21.2
2	Hand spreading of hot-mix	20	0.77	8.6
3	Short paver moves	18	0.44	4.9
4	Raise, lower or adjust screeds	17	0.18	2.0
5	Engineering and instructions	13	0.15	1.7
6	Personnel inefficiencies	6	0.08	0.9
7	Personal	1	0.01	0.1
8	Physical obstructions	3	0.01	0.1
9	Other	2	0.04	0.5
	Total	132	3.57	40.0

The finisher was apparently operated in only one gear during the several spot studies, the actual travel speed during paving ranging from 18 to 20 feet per minute. The width laid down by the finisher on these occasions ranged from 10.0 to 12.5 feet and on one occasion was only 6.0 feet, and the thickness ranged from 1.5 to 3 inches.

The average production rate of the finisher during actual productive time for the sum of the several spot studies was 137.1 tons per hour.

Part 5. Roller Operations

One three-wheel 10-ton roller, a tandem 8-ton roller and a tandem 3-ton roller were used to compact the bituminous pavement. The three-wheel roller was used sparingly and primarily to compact joints. The 8-ton tandem roller did most of the compaction while the 3-ton roller was used for final smoothness. Figure 11 shows the tandem roller in operation.

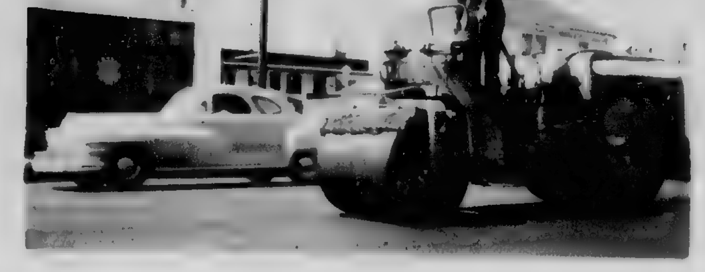


Figure 11. Eight-ton tandem roller compacting pavement.

A study of roller operations on two city blocks was made on September 13. The three-wheel roller was not used during this study. Tables 11 and 12 show the distribution of studied time for the two rollers used in rolling a total of 1,540 square yards.

Table 11.--Distribution of 3.13 study hours for the 8-ton tandem roller

Element	Distance (feet)	Occurrences	Hours	Percent of 3.13 hours of studied working time
Forward rolling 1/	6,806	14	0.61	19.5
Reverse rolling 2/	6,176	14	0.53	16.9
Maneuvers off the pavement		14	0.12	3.8
Waits		7	1.78	56.9
Delays				
Handwork		1	0.03	1.0
Change rollers		4	0.05	1.6
Other		2	0.01	0.3
Total studied working time			3.13	100.0

1/ Average forward speed was 2.1 miles per hour.
2/ Average reverse speed was 2.2 miles per hour.

Table 12.—Distribution of 4.28 study hours for 3-ton tandem roller

Element	Distance (feet)	Occurrences	Hours	Percent of 4.28 hours of studied working time
Forward rolling 1/	13,160	54	1.33	31.0
Reverse rolling 2/	12,460	52	0.98	22.9
Maneuvers off the pavement		13	0.09	2.1
Waits		5	1.27	29.7
Delays				
Get other roller		1	0.29	6.8
Change rollers		2	0.18	4.2
Put up road block		3	0.06	1.4
Instructions		2	0.06	1.4
Other		2	0.02	0.5
Total studied working time			4.28	100.0

1/ Average forward speed was 1.9 miles per hour.
2/ Average reverse speed was 2.4 miles per hour.

The two rollers spent a combined total of 3.66 hours of actual productive time in rolling 1,540 square yards of paving or an average of 421 square yards per roller hour of actual productive time.

A study of the 8-ton tandem roller was made on September 22 and 27 while performing State work. Table 13 shows the distribution of studied time for this roller.

Table 13. Distribution of 2.31 study-hours for the 8-ton tandem roller

Element	Distance (feet)	Occurrences	Hours	Percent of 2.31 hours of studied working time
Forward rolling 1/	10,058	15	0.81	35.1
Reverse rolling 2/	8,330	14	0.63	27.3
Maneuvers off the pavement		10	0.07	3.0
Waits		6	0.65	28.1
Minor delays				
Personal		1	0.15	6.5
Total studied working time			2.31	100.0

1/ Average forward speed was 2.4 miles per hour.
2/ Average reverse speed was 2.5 miles per hour.

Figure 12 is a time and motion graph for the 8-ton tandem roller while performing state work.

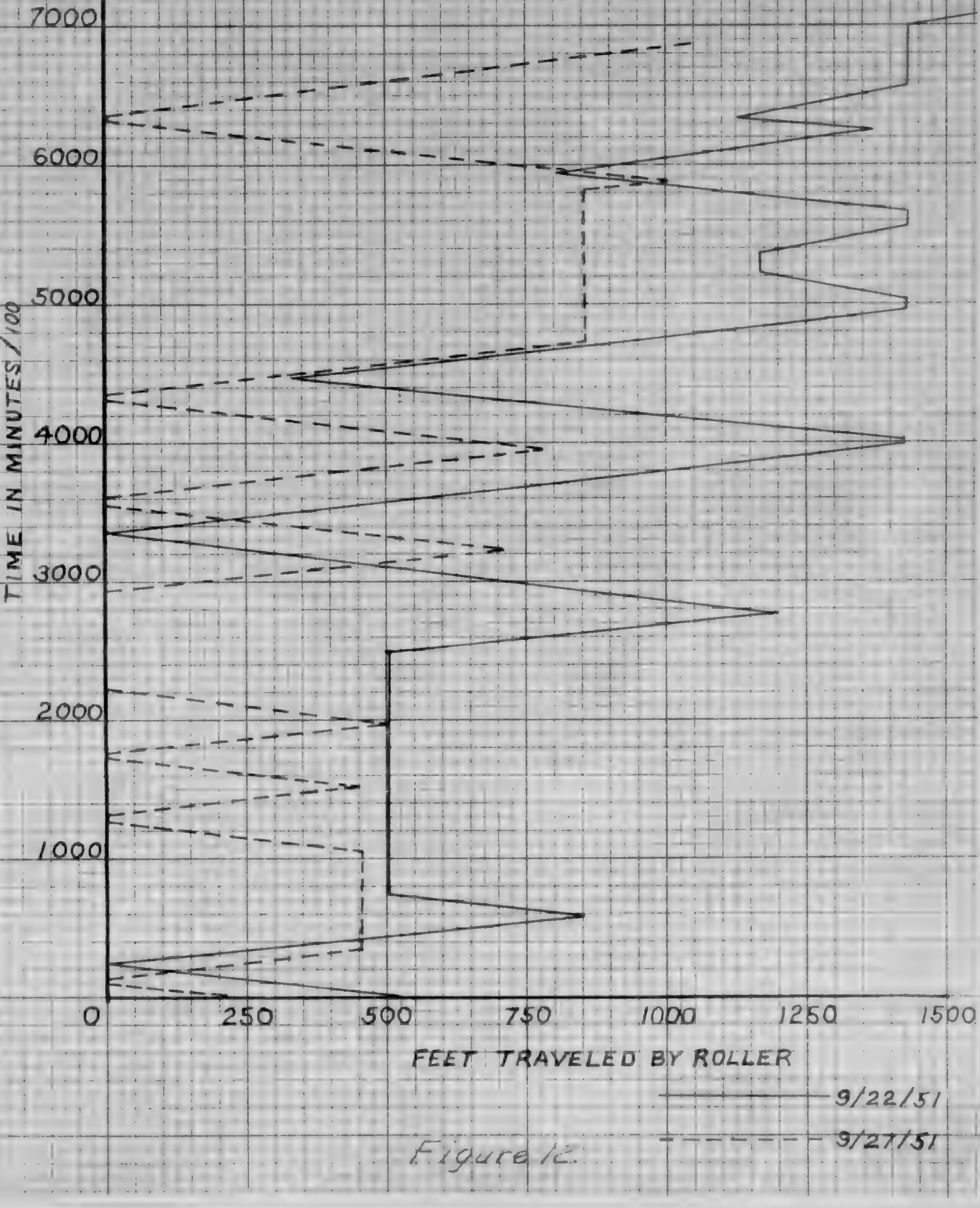

TIME IN MINUTES/100
7000
6000
5000
4000
3000
2000
1000
0
250
500
750
1000
1250
1500
FEET TRAVELED BY ROLLER
9/22/51
9/27/51

Figure 12

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3380

February 8, 1952

Mr. E. L. Gates, President
E. L. Gates & Co., Inc.
444 Center Street
Salem, Oregon

Dear Sir:

Relative to release of retained percentage on your Contract No. 3380, I found upon my return to Salem that we are not permitted under the law to reduce the retained percentage below three per cent on any project which is not completed. Inasmuch as the seal coat on this project is not completed we are unable to reduce the retained percentage below three per cent.

We are now retaining $28,449.30 and will immediately process, in the usual manner, the release of all of this amount above $11,267.73, which is three per cent.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. S. H. Probert

RECEIVED
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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

January 29, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-172(6)
Chrome Plant-Cedar
Point Section

Dear Sir:

Enclosed is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Jon

PR 2 (Revised 1946)

[illegible]

State Oregon

Federal Aid Project No. F-172(6)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of January, 19 52 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of August, 19 49, a program, which was approved on the 2nd day of February, 19 50, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 23rd day of June, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred thirty-three thousand and 00/100 dollars ($ 233,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16-11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; (Include date and citation of Chapter 529, Laws 1939. act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 686+00 in the NE 1/4, Section 28, T. 27 S., R. 13 W., W.M., and survey station 800+40 in the SW 1/4, Section 35, T. 27 S., R. 13 W., W.M., except stations 708+00 to 720+32,

, length 1.963 miles, in Coos County,

being Oregon Federal Aid project No. F-172(6), consisting of 1.963 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

(c) If the Southern Pacific Company should require the State to vacate that portion of its right of way occupied by this project, the State will reconstruct the project to comparable standards without Federal participation.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred thirty-three thousand, and 00/100 dollars ($233,000.00), which does not exceed the authorized Federal pro rata share of three hundred eighty-eight thousand, one hundred sixty-four and 70/100 dollars ($388,164.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16- 11379-2

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JAN 2
DIVISION 8

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JAN [illegible] 1952
FOR FILING

3148

ASSIGNMENT

Date: January 22, 1952

No. 3148
By wcw

Description: Bill No. 424886 from Southern Pacific Company for cost of labor and material furnished in connection with highway construction - Chrome to Cedar Point

Acknowledged by _ _ _ _ _ Referred to _ Gardner ✓ _ _ _ _ _ _ _ _

Investigate and report with recommendation
xxx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature
_ _

Assignment executed _ _ _ _ _ _ Report received _ _ _ _ _ _ _ _

Remarks: Bill being processed for Payment

PLEASE RETURN TO
W. C. WILLIAMS

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DEC 7 1951
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 4, 1951

NOTED
W. C. WILLIAMS

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

File 16412 - Encroachments
Chrome Plant-Cedar Point

Dear Mr. Polk:

Reference is made to your letter of October 9th addressed to Mr. Baldock with reference to agreement with the Southern Pacific Company in connection with Oregon Project F-172 (6), Chrome Plant-Cedar Point Section of the Oregon Coast Highway, with special mention of repossession clause in Section 5 of the agreement.

The contents of your communication were forwarded to Mr. L. P. Hopkins, Superintendent of Southern Pacific Company, under date of October 23rd, and a carbon copy of the communication was sent to you.

We now are in receipt of a letter from Mr. L. P. Hopkins, Superintendent of Southern Pacific Company, a copy of which is attached hereto. You will note that Mr. Hopkins letter declines to modify the clause in question, and states in full the reasons by which Southern Pacific Company takes that position.

Very truly yours,

C. W. ENFIELD, Chief Counsel

By
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc. 1 & cc

cc: Mr. W. C. Williams ✓
Mr. S. H. Probert

SOUTHERN PACIFIC COMPANY
Union Station, Portland 9, Oregon
November 27, 1951

L.P. Hopkins, Superintendent

L-11-84897

COPY

Mr. C. W. Enfield,
Chief Counsel,
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Your file 16412, encroachments Chrome Plant to Cedar Point, Oregon, Coast Highway, letter of October 23, regarding paragraph 5 on page 6 of Easement Agreement.

As it is against our general policy to grant easements on our right of way in such close proximity to our track as was done in this instance, the minimum distance being 15 ft., and because of the unusual circumstances, the State required such a close encroachment, we inserted paragraph to which the Bureau of Public Roads now objects. Considerable negotiation was undertaken with the State in an effort to prevail upon the State to hold a greater distance away from our track with this embankment and in no case were we willing that the edge of the pavement be closer than 30 feet from the center of the track, but owing to construction difficulties we agreed subject to the approval of our management to the toe of slop encroachment as close as 15 feet from center of track but with the tacit understanding that in event of necessity of use of the premises for railroad purposes the State would relocate the highway, remove highway slope encroachments and/or construct and maintain such retaining walls as might be necessary to retain slope encroachments in a manner satisfactory to the railroad so as not to interfere with our facilities and operations.

In view of the above facts of this particular case, we feel unwilling to allow any modification of this clause or its elimination as approval of our management was given to the easement predicated upon our requirements as written in the agreement.

Very truly yours,

(Signed) L. P. HOPKINS

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 11/24/51 to 12/22/51, 19

Section Chrome Plant-Cedar Point

Kind of work Grading and Paving

Highway Coast

Section prefix 6-1038

Contractor E. L. Gates and Co. Inc.

Contract number 3380

Date of contract Aug. 14, 1950, 19

Date of completion Aug. 31, 1951, 19

Date work started Aug. 14, 1950, 19

Estimated date of completion Sept. 1, 1952, 19

Amount of contract $ 379,324.00

Per cent of time elapsed 129% %

Estimated cost of completed project, exclusive of engineering $379,324.00

Per cent of contract completed, based on total contract price 99 %

Engineering cost to date $27,000.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

11/19-11/24 Gates had 5 men burning for 2 days this week

11/26-12/1 Three men burning 4 days

12/3-12/21 Gates had 2 and 3 men, on odd days, cleaning and burning stumps and odd peices. They have completed the cleaning up in good shape

Tue 12/4 Slide at 743±. About 25,000 C.Y. came down at 9:00 P.M. blocking the road. Sage had State shovel, cat, and trucks on slide by morning and establidhed one way traffic over the top by 5:00 P.M. 12/5. Gave Sage what assistance I could in the line of men for flagmen andrunning errors. Sage has slide in a safe condition and two way traffic establidhed at night. Have been hauling some material to China Camp creek fill when weather permits.

Half of the crew is in the office on estimates.

The following are going on vacation over the hollidays

Stevens	Exc. time	12/17 - 1/7
Gallaway	" "	"
Burnell	" "	12/24 - [illegible]
Barnhart	Vacation	" "
Lee	Exc. Time	"

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DEC 24 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. G. SMITH

NOTED
B. A. MARTIN

NOTED
K. D. LYTLE

Signed E. A. Barnhart Res. Eng.

Address Coquille Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT. 48416

ECEIVED

F[illegible]LING

COMMISSIONERS
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M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

172 (2)

60

October 22, 1951

Mr. L. P. Hopkins
Superintendent, Southern Pacific Co.
Union Station
Portland 9, Oregon

File 16412
Encroachments - So. Pac. Co.
Chrome Plant - Cedar Point Sec.
Oregon Coast Highway

Dear Mr. Hopkins:

Reference is made to agreement entered into between the Southern Pacific Company and the State of Oregon, by and through its State Highway Commission, dated September 8, 1950, with reference to easements for highway construction and slopes on the Chrome Plant-Cedar Point Section on the Oregon Coast Highway in Coos County. I believe that this matter is covered by your file 323-3.

The second paragraph of numbered paragraph 5 on page 6 of the easement agreement reads as follows:

> "In the event that first party shall at any time or times require the use of the above described premises for railroad purposes, second party, at its own cost and expense, shall relocate said highway, remove said highway slope encroachments and/or construct and maintain such retaining walls as may be necessary to support said slope encroachments in a manner satisfactory to first party so as not to interfere with first party's facilities and operations."

We now are in receipt of a communication from Mr. C. G. Polk, Acting District Engineer of the Bureau of Public Roads, addressed to R. H. Baldock in which he advises that the Bureau has raised serious objection to the clause quoted and has requested that the matter be taken up with the Southern Pacific Company with the view of modifying the agreement and eliminating the clause in question. The last paragraph of Mr. Polk's communication reads in part as follows:

"You may feel that we are unduly concerned about this matter since you have accepted the easement. However, the Bureau's objections to acceptance of easements containing such a clause have been so general that we feel that we must have further advice * * *".

It will be very much appreciated if the clause in question can be given further consideration and, if possible, deleted by an appropriate amendment of the agreement.

Very truly yours,

C. [illegible], Chief Counsel

By
J. [illegible]. DeSOUZA
Assistant Counsel

J[illegible]D:mb

cc: Mr. Frank McColloch
Attorney, Southern Pacific Co.
Pacific Bldg., Portland, Ore.

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Mr. W. C. Williams ✓
Mr. S. H. Probert

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File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

October 9, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the agreement with the Southern Pacific Company transmitted with your September 7th letter in connection with Oregon Project F-172 (6), Chrome Plant --Cedar Point Section of the Oregon Coast Highway. The Division Office advises that the repossession clause, Section 5, is unsatisfactory.

Elsewhere, when such a clause has been put in the original easement, you have sometimes been able to renegotiate and obtain better terms. Will you please take this matter up with the railroad company? It does not seem likely to us that they will ever "require the use * * * * for railroad purposes". If that is so, the company may not object to elimination of the second paragraph under 5.

You may feel that we are unduly concerned about this matter since you have accepted the easement. However, the Bureau's objections to acceptance of easements containing such a clause have been so general that we feel that we must have further advice before proceeding with preparation of the agreement.

Very truly yours,

C. G. Polk
Acting District Engineer

By A. F. Bester
A. F. Bester
Highway Engineer

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OCT 10 1951
OREGON
STATE HIGHWAY COMMISSION

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Mrs Lewis

October 9, 1951

General Casualty Company of America
Dooly and Company, Agent
Board of Trade Building

Gentlemen:

We have received a letter dated September 26th from Armco Drainage and Metal Products, Inc., stating that E. L. Gates and Company owes them $4,482.40 for materials furnished on the Chrome Plant-Cedar Point Section of the Oregon Coast Highway in Coos County, known as State Highway Contract No. 3380.

This information is provided as your Company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attn: Surety Department

E. L. Gates and Company, Inc.
444 Center Street
Salem, Oregon

RECEIVED
FOR FILING
7

Mrs Lucas

October 9, 1951

Armco Drainage & Metal Products, Inc.
2321 S. E. Gladstone Street
Portland 2, Oregon

Attention: Mr. Duran B. Souls

Gentlemen:

This is to acknowledge your letter of September 26th in which you state that E. L. Gates and Company owe you $4,482.40 for materials furnished on the Chrome Plant-Cedar Point Section of the Oregon Coast Highway in Coos County known in our records as Contract No. 3380.

General Casualty Company of America through Dooly and Company, Board of Trade Building, Portland 4, furnished the performance bond on this contract, which as of September 10 was approximately 95 per cent complete.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10-8

ARMCO DRAINAGE & METAL PRODUCTS, INC.
NORTH PACIFIC DIVISION
2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

September 26, 1951

Director,
Oregon State Highway Commission,
Salem, Oregon

Dear Sir:

This company furnished material to E. L. Gates & Company, 444 Center street, Salem, Oregon, in the amount of $7,482.40, the balance of which remains unpaid in the sum of $4,482.40, there having been a payment of $3,000. on account, for use in Coos County, Chrome plant job, Cedar Point section, Oregon Coast Highway.

We would greatly appreciate information concerning the name of the bonding company, together with the dates of completion and acceptance. Thank you.

1-10
399 [337445.56

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Duran B. Souls

Credit & Collection Supervisor,
North Pacific Division

Duran B. Souls:mld

REFERRED TO
BY SECRETARY

RECEIVED
FOR FILING

REFER MR. Bullock
[illegible] Secretary.

ARMCO DRAINAGE & METAL PRODUCTS, INC.
NORTH PACIFIC DIVISION
2321 S. E. Gladstone Street Portland 2, Oregon

September 26, 19[illegible]1

Director,
Oregon State Highway Commission,
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

This company furnished material to E. L. Yates & Company, 444 Center street, Salem, Oregon, in the amount of $7,4[illegible]2.40, the balance of which remains unpaid in the sum of $4,4[illegible]2.40 there having been a payment of $3,000. on account, for use in Coos County, Chrome plant job, Cedar Point section, Oregon Coast Highway.

We would greatly appreciate information concerning the name of the bonding company, together with the dates of completion and acceptance. Thank you.

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

/s/ Duran B. Souls
Credit & Collection Supervisor,
North Pacific Division

Duran B. Souls:mld

COPY

RECEIVED
SEP 17 1951
FOR FILING

72 (6)

2380

September 7, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Chrome Plant-Cedar Point Section, Project No. F-172 (6).

Three copies of agreement with the Southern Pacific Company covering encroachment on their right of way are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[illegible]:cw

Oregon State Highway Department　　　　Federal Aid Project No. F-172 (6)

CHROME PLANT-CEDAR POINT SECTION OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 6, 1951

Type Code 6201

Roadway (Sta. 686+00 to 708+00) (Sta. 720+32 to 800+40)

All Required		Clearing and Grubbing (90%)		$ 12,600.00
2,660	cu. yds.	Structural Excavation, Unclassified	$ 3.00	7,980.00
150	cu. yds.	Trench Excavation, Unclassified	2.00	300.00
330,000	cu. yds.	General Excavation, Unclassified	0.44	145,200.00
1,141,000	yd. stas.	Short Overhaul	0.01	11,410.00
9,500	M-yd. stas.	Long Overhaul	0.50	4,750.00
1.96	miles	Finishing Roadway and Slopes	500.00	980.00
8,200	lin. ft.	Rounding Cutbanks	0.15	1,230.00
2,850	lin. ft.	8" Perforated Metal Drain Pipe, Coated	2.10	5,985.00
150	lin. ft.	24" Perforated Corrugated Metal Pipe	4.25	637.50
380	lin. ft.	84" Metal Pipe, Coated	43.50	16,530.00
150	lin. ft.	Extra for Installing 24" Perforated Pipe	9.50	1,425.00
1,070	lin. ft.	18" Concrete Pipe	2.85	3,049.50
200	lin. ft.	24" Concrete Pipe	4.00	800.00
220	lin. ft.	24" Concrete Pipe, Extra Strength	4.70	1,034.00
350	lin. ft.	30" Concrete Pipe	6.00	2,100.00
250	lin. ft.	Salvaging Culvert Pipe	1.00	250.00
640	cu. yds.	3/8" - 0 Backfill in Drains	5.00	3,200.00
1	only	Type "A" Manhole, Open Cover	150.00	150.00
200	lin. ft.	Metal Guard Rail	4.00	800.00
120	only	Concrete Sight Posts	13.00	1,560.00
10,500	cu. yds.	2½" - 0 Material in Base	3.75	39,375.00
3,560	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.00	14,240.00
1,460	cu. yds.	Salvaging Surfacing Materials	1.00	1,460.00
960	M-gals.	Sprinkling	3.00	2,880.00
260	cu. yds.	3/4" - 0 Material in Binder Course	4.00	1,040.00
40	tons	Furnish and Placing MC-3 Asphalt in Binder Course	50.00	2,000.00

8,170	tons	Class "B" Asphaltic Concrete	$ 8.30	$ 67,811.00
24	tons	Emulsified Asphalt in Seal Coat	55.00	1,320.00
130	cu. yds.	Aggregate in Seal Coat	6.00	780.00
			Subtotal	$352,877.00
			10% Engr. & Cont.	35,287.70
			Total	$388,164.70

Length of Roadway	1.963 miles
Cost per mile	$197,740.55

Federal Aid Funds- $233,000.00
State Funds- 155,164.70

$388,164.70

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maint.: Chap. 529, laws 1939

[illegible]

Oregon State Highway Department   Federal Aid Project No. F-172 (6)

CHROME PLANT-CEDAR POINT SECTION OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 8, 1950

Type Code 6201

Roadway (Sta. 686+00 to 713+00) (Sta. 720+32 to 800+40)

All Required		Clearing and Grubbing (90%)		$ 18,000.00
2,660	cu. yds.	Structural Excavation, Unclassified	3.00	7,980.00
150	cu. yds.	Trench Excavation, Unclassified	3.00	450.00
330,000	cu. yds.	General Excavation, Unclassified	0.45	148,500.00
1,141,000	yd. sta.	Short Overhaul	0.015	17,115.00
9,500	C-yd.sta.	Long Overhaul	0.50	4,750.00
1.96	miles	Finishing Roadway and Slopes	600.00	1,176.00
8,200	lin. ft.	Rounding Cutbanks	0.15	1,230.00
2,850	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	1.75	4,987.50
150	lin. ft.	24-inch Perforated Corrugated Metal Pipe	7.50	1,125.00
380	lin. ft.	84-inch Metal Pipe, Coated	35.00	13,300.00
150	lin. ft.	Extra for Installing 24-inch Perforated Pipe	7.50	1,125.00
1,070	lin. ft.	18-inch Concrete Pipe	3.50	3,745.00
200	lin. ft.	24-inch Concrete Pipe	4.50	900.00
220	lin. ft.	24-inch Concrete Pipe, Extra Strength	5.00	1,100.00
350	lin. ft.	30-inch Concrete Pipe	6.50	2,275.00
250	lin. ft.	Salvaging Culvert Pipe	1.50	375.00
640	cu. yds.	3/8" - 0" Backfill in Drains	5.00	3,200.00
1	only	Type "A" Manhole, Open Cover	250.00	250.00
200	lin. ft.	Metal Guard Rail	3.00	600.00
120	only	Concrete Sight Posts	7.50	900.00
10,500	cu. yds.	2½" - 0" Material in Base	3.75	39,375.00
3,560	cu. yds.	3/4" - 0" Material in Base and Shoulders	4.25	15,130.00
1,460	cu. yds.	Salvaging Surfacing Materials	2.00	2,920.00
960	M-gals.	Sprinkling	2.50	2,400.00
260	cu. yds.	3/4" - 0" Material in Binder Course	5.25	1,365.00
40	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	2,000.00

8,170	tons	Class "B" Asphaltic Concrete	$ 8.00	$ 65,360.00
24	tons	Emulsified Asphalt in Seal Coat	55.00	1,320.00
130	cu. yds.	Aggregate in Seal Coat	6.00	780.00
		Subtotal		$363,733.50
		10% Engr. & Cont.		36,373.35
		Total		$400,106.85

1.963

Length of Roadway	1.961 miles
Cost per mile	$204,032.04

Federal Aid Funds- -	$248,000.00
State Funds- -	152,106.85
	$400,106.85

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

May 9, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous program)

(Date of approval)

COUNTY Coos

Third Supplemental

Route No. FA 2

	ITEM No.	PROJECT No.	TERMINI	PROJECT COST				LENGTH MILES	CHARACTER OF PROPOSED WORK
				Class of Work	Total Cost	Federal Funds	State Funds		
ITEM AS NOW PROGRAMED	79	F-172 (6)	Chrome Plant to Cedar Point (1 mi. W. of Coquille)	Survey-Plans					Gr., Dr., Bridge, 4-lane high-type pavement
				Right-of-Way					
				Construction	650,000	385,000	265,000		
				TOTAL	650,000	385,000	265,000	2.12	
REQUESTED REVISION	79	F-172 (6)	Chrome Plant to Cedar Point	Survey-Plans					Gr., Dr., 2-lane high-type pavement
				Right-of-Way					
				Construction	400,106	248,000	152,106		
				TOTAL	400,106	248,000	152,106	1.961	

Program Balance of ______ funds subsequent to approval of this and previously recommended changes is $______

Program Revision Request

Reason for change: Insufficient funds programmed to construct [illegible] bridge as originally planned. Accordingly, only 2-lane highway is to be constructed at present and existing bridge is to be utilized instead of constructing new structure. Reduction in length due to elimination of bridge.

Date ______, 195__

By ______
Asst. (State Highway Engineer)

Recommended for Approval: ______ (District Engineer) ______ (Date)

Recommended: ______ (Division Engineer) ______ (Date)

Approved: ______ (Acting Commissioner) ______ (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61038-1

CHROME PLANT-CEDAR POINT SECTION

PROJECT NO. F-172 (6)

While negotiations for rights of way are in progress, agreement with the Southern Pacific Company covering encroachments on their right of way by the highway has not been completely executed, but it is now believed that this agreement can be completed, or if not, rights of entry secured within fifteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

May 9, 1950

FORM E-30 25M 5-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

August 20, 1951
Box 716 Coquille, Oregon

SUBJECT: Southern Pacific Company's bill No. 422155

To: Mr. C. A. Gardner
Bridge Office Engineer
Oregon State Highway Comm.
Salem, Oregon

Dear Sir:

Southern Pacific Company's bill NO 422155 is O. K. as to time and material furnished by that company.

Item no. 2 Flagging

The period between April 20 -21, was for flagging while contractor was working high fill above railroad tracks.

On Weekly of May 26,line 9, sheet 3of 3; Flagging, was performed on Sunday, May 20, and at nites, after the slide occured and until shoo-fly tracks were brought to a safe grade.

Item no. 7 Constructing grade crossing.

This crossing was put in by the R. R. at my request, as the contractor was working under an Extra Work Order, beyond the limits of his contract, hauling counterbalance material and digging a channel change across the tracks. Flagging for this period between May 30 and June 16 was done by the contractor.

C.C- R.D.Lytle

Very truly yours,

G.A.Barnhart

G. A. Barnhart, Res. Eng'r.

FORM E-20X 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 14, 1951

SUBJECT:

To:
Mr. George A. Barnhart
Resident Engineer
Oregon State Highway Department
Box 716
Coquille, Oregon

Dear Mr. Barnhart:

We are enclosing three copies of Southern Pacific Company's bill No. 422155 with weekly report summaries attached. These are for your check and approval.

The bill appears to be in order except for item 7 for constructing grade crossing for equipment. It appears to us that this is something the railroad company has done for the convenience of the contractor. If this is true, then the item should be billed by the railroad company directly to the contractor, unless there are provisions in the contract which provide that we furnish the same for the contractor's use.

If any of the charges incurred under item No. 2, flagging, were occasioned because of the contractor's use of such a grade crossing, then these items also should be billed directly to the contractor by the railroad company.

Will you please give us a report on this so that we can make proper deletions from the bill if necessary. Please return all three copies directly to this office for further handling.

Very truly yours,

C. A. Gardner
Bridge Office Engineer

CAG:lb
cc K. D. Lytle

RECEIVED
FOR FILING

May 29, 1951

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

I am attaching a sketch showing the proposed method of repairing the slipout which occurred on your tracks between the Chrome Plant and Coquille.

In addition to the repairing of the track, we were able to adjust our line so that it will be about 15 feet farther back from the edge of the break.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

cc Mr. H. G. Smith

S-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO

May 21, 1951

5X84-Q

State Highway Department
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Attention: Mr. W. C. Williams
Assistant State Highway Engineer

Gentlemen:

At approximately 10:00 PM May 19th, portion of your newly constructed highway fill just North of Coquille settled approximately 20 feet pushing our track out of line approximately 25 feet maximum, and settling track approximately 4 feet. Material so displaced pushed up on the far side of our track from the highway, completely filling an irrigation ditch. With the assistance of your Resident Engineer at Coquille, Contractor Gates, who was performing this work, used his equipment to restore a small amount of grade for us which allowed our forces to line the track over at this location making temporary shoofly or detour around the slide area. Service was resumed on our trackage at approximately 6:30 PM May 20th.

It was necessary for us to call a work train from Coos Bay to dump some gravel which was under load for commercial use at Coos Bay to surface up our trackage in order to restore service. Under the provisions of our agreement with you we are billing State Highway for charges incident to restoring our trackage for service. It will be necessary, of course, to restore the trackage to its original alignment and in order to do this the mud and soft material which displaced our fill should be removed by clam shell, or some other suitable device, and our fill restored with fill material containing sufficient rock so that we will be provided fill comparable to that which was lost as result of new highway fill settling. Our Inspector, Mr. Ayers, who is on the ground, is familiar with our requirements and will explain in further detail just what is required.

Would appreciate being advised just how the State proposes to replace your fill as believe that unless suitable counter-balance is placed on far side of our track that same condition will occur again if an attempt is made to replace the highway fill.

Wish to take this opportunity to express appreciation of the cooperation that was evidenced by your Resident Engineer on Sunday the 20th, which enabled us to restore service on our main line with a minimum of delay.

Yours very truly,

RECEIVED
MAY [illegible] 1951
[illegible]
[illegible] COMMISSION

RECEIVED
MAY 1951
FORM E-123X 25M 7-50
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

May 4th, 1951

C
O
P
Y

E. L. Gates & Co., Inc.
P. O. Box 1429
Medford, Oregon

Gentlemen:

Reference is made to the specifications for base material on page 21 of the Chrome Plant-Cedar Point Section. The paragraph "Kind and Quality of Materials" has been modified after the words "Coquille River" to read:

"and the Charlotte Creek Bar on the Umpqua River opposite Mile Point 10.64 on the Umpqua Highway*****."

This will make the specifications for all the jobs in the vicinity of Coos Bay conform with respect to base material.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

NOTED
W. C. WILLIAMS

HGS:AR

cc to: Umpqua River Navigation Company
Reedsport, Oregon

Porter W. Yett
6500 N. E. Ainsworth
Portland 13, Oregon

K. D. Lytle

RECEIVED

FOR FILING

OREGON DISTRICT

MONTANA
OREGON
IDAHO

F-172([illegible])

[illegible]

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

May 3, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter dated May 2, 1951 requesting permission to use Umpqua River gravel on Project F-172(6), Chrome Plant-Cedar Point.

By letter dated June 8, 1950, we questioned your apparent discrimination against the use of Umpqua gravel on subject project. It was our observation that the Umpqua gravel was in every way satisfactory and, on the basis of test results submitted to us by your laboratory, was even superior to the Coquille gravel.

We, accordingly, will enter no objection to the substitution of Umpqua River gravel providing only that it meets specified quality and grading requirements.

Very truly yours,

NOTED
W. C. WILLIAMS

C G Polk
C. G. POLK
Acting District Engineer

Copy to Smith

RECEIVED
MAY 3 1951
FOR FILING

May 2, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

On Oregon Project F-172 (6), Chrome Plant-Cedar Point Section, the specifications permit use of pit-run gravel for base course surfacing, if obtained from the Coquille River. The specifications state, if materials are not obtained from the Coquille River, they must be crushed. Subsequent to the award of this contract we determined that gravel material from the Umpqua River was equally as suitable as gravel from the Coquille River, and permitted the use of pit-run gravel on Oregon Project F-172 (7), Cedar Point-Coquille Section. Also, on the Bunker Hill-Delmar Section (state project) the use of pit-run gravel from the Umpqua River is permitted.

The contractor on the Chrome Plant-Cedar Point Section is unable to secure sufficient pit-run materials from the Coquille River and desires to use pit-run materials from the Umpqua River, which, as stated above, we have found to be equally satisfactory.

The contractor is unwilling to make any change in price, as his original price was not based on crushing. This is well verified, as the price on the Chrome Plant-Cedar Point Section is $3.75 per yard, and on the Bunker Hill-Delmar Project, permitting use of Umpqua River gravel, the price is $4.00 per yard.

We request your concurrence in giving permission to the contractor to use pit-run gravels for base course surfacing from the Umpqua River on Project F-172 (6). Will you please advise at your earliest convenience.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. H. G. Smith

ONSTRUCTION
NERAL EXCAVATING
LEARING

SEWER CONSTRUCTION
CONCRETE WORK

E. L. GATES & CO., INC.
GENERAL CONTRACTORS
444 Center Street
SALEM, OREGON

Ou (F172-(6)

May 1, 1951

F172-7

Refer; Chrome Plant-Cedar Point
Section; Contract No. 3380

Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Attention: Mr. W. C. Williams

Dear Sir:

We are asking for an addendum to our Contract No. 3380 to allow us to use gravel from the Umpqua River. It is our understanding that there have been addendums furnished to allow use of Umpqua gravel on previous jobs in this locality.

We thank you for your consideration.

Very truly yours
E. L. Gates & Co., Inc.

E. L. Gates

E. L. Gates
President

RECEIVED
APR 19 1951
FOR FILING

7-14 (a)
3380

April [illegible], 1951

National Production Authority
Department of Commerce
Old Post Office Building
Portland, Oregon

Attention: Mr. Ralph Sullivan, Manager

Gentlemen:

Mr. [illegible] L. Gates, General Contractor, 111 Center Street, Salem, Oregon, holds Oregon State Highway Contract No. 3380, for reconstructing a section of the Oregon Coast Highway (US101) between Chrome Plant and Cedar Point, the total amount of the contract being approximately $379,000. It is very essential that this contract be completed within the specified time limit of September 1, 1952, as this section of highway is carrying an extremely heavy traffic of logs and lumber, and the existing highway is nowise adequate for this heavy traffic in addition to the heavy traffic ordinarily carried by US101.

In addition to this contract it is contemplated that additional grading work on the same highway between Coos Bay and Delmar, in the amount of approximately $100,000, will be sublet to Mr. Gates, which work must also be completed in 1952.

The State Highway Commission will greatly appreciate any assistance that the National Production Authority can render in obtaining for Mr. Gates the equipment necessary to carry on this important highway reconstruction with completion within the specified time limit. We consider this project highly important to the national welfare, both from a military and economic standpoint.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

RECEIVED

FOR FILING

COPY

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1951

SUBJECT:

To: Mr. K. D. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

The Subcontract between E. L. Gates & Company, Inc. and Porter W. Yett covering Items 22, 23 and 25 to 30 inclusive on the Chrome Plant-Cedar Point Section of the Oregon Coast Highway, Ore. F-172 (6) is approved.

Very truly yours,

H. G. Smith
Construction Engineer

By:
Edwin A. Pease
Construction Office Engineer

EAP:es
cc: W. C. Williams ✓
C. G. Polk (2)
Acting District Engineer
Bureau of Public Roads

RECEIVED
FOR FILING

1-172(6)

Indexed
Alphabetically

Detlefson, H.T

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

E. E. Cyall
State highway Dept
North Bend.

Dear Sir:-
In regards to my damage claim against the State hwy I'm writing you this letter & have you present it to the Commission for consideration.
I'm asking for 500 Doll damage for having us shut of to gett the out with the car, & had to build a temporal foot walk to get across the new fill, as old road was put complette out of commiss for damage on car alone amount to a great deal, standing outside in these rainstorms. not saying anything about the trouble

EIVED
MAR 1951
FOR FILING

[illegible]

[illegible]

March 6, 1951

Mr. Herman T. Detlefsen
Bullard Route
Coquille, Oregon

Dear Sir:

This is to confirm Mr. Gall's arrangements to widen your road, which enters the highway at Station 796+70, to a width of 25 feet at the right-of-way line, which widening will be done by the use of waste material. This is being done to recompense you for the inconvenience which the contractor caused you by leaving your road in an impassable condition during the winter months, and we would appreciate your acknowledgement of this agreement by signing the attached copy of this letter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. J. M. Devers
Mr. K. D. Lytle
Mr. C. C. Gall

See H. G. Smith's file also.

Mr. Devers: Please refer to my letter to you under date of February 13, 1951.

Above conditions accepted

- - - - - - - - - - - - - - - - - -

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FOR FILING

F-12361

33F

Salem, Oregon
February 13, 1951

Mr. J. M. Devers

I attach hereto a letter received from Mr. Herman T. Detlefson, in which he makes complaint as to the condition in which his road approach was left and makes a claim for damages by reason of such condition.

I have had this matter carefully investigated, and it seems to be principally the fault of the contractor. In the first instance, our specifications state, with reference to road approaches, as follows:

"In addition to the detours indicated on the plans, the contractor shall provide such temporary detour roads, connecting roads, bypasses, and runoffs as may be needed for the satisfactory handling of traffic over and alongside the work. The construction of these items shall be in accordance with the instructions of the engineer."

Now what happened was that the contractor got verbal permission from Mr. Detlefson to close his approach for a short period, probably about 10 days. Mr. Detlefson was cooperative and agreed to leave his car on the road and walk back and forth to his house during this short period of time. Before the approach was completed an early winter set in, and the approach under construction became a sea of mud and it has not been travelable during the winter and is not as of this date.

It would seem to me that if any damages are due Mr. Detlefson he should look to the contractor for such damages. It may be, however, that the engineer's failure to see that the approach was constructed during seasonable weather might enter into the matter. The Resident Engineer, Mr. C. C. Gall, advised, but after some time had elapsed, that he noticed that the contractor was making no effort to keep the approach open. He spoke to the grading foreman about the matter, but the grading foreman told him it was not necessary, as he had an agreement with Detlefson. This is partially true, in that they had an agreement for a few days but certainly not for all winter.

Will you please advise me your opinion in this matter and how we should reply to Mr. Detlefson.

WCW:me
Encl.

W. C. Williams

FORM E-90 25M 5-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

I am attaching hereto copies of letter from Mr. K. D. Lytle, C. C. Gall and Herman T. Detlefson pertaining to a complaint with regards to the contracts activities in constructing a road connection on Detlefson's property.

It would appear that this complaint and claim should be submitted to the Contractor rather than the Highway Department. Will you kindly advise what action you wish this Department to take in the matter.

Very truly yours,

H. G. Smith
Construction Engineer

By: Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:es
Enclosure

C O P Y

FORM E-30 25M 8-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Feb. 6, 1951

SUBJECT: Detlefson Complaint

To: H. G. Smith
Construction Engineer

Dear Sir:

I am sending herewith a copy of Gall's letter regarding the complaint of Herman T. Detlefson which, I believe, is self-explanatory.

This matter seemingly was settled between Detlefson and the contractor but due to the unprecedented heavy rains in October the contractor was caught and Detlefson was unable to handle his cows as he thought proper. Then, too, he was compelled to keep his car standing outside in the rain.

I cannot see where we were to blame inasmuch as our specifications provided that the contractor should keep these approaches open, but it did occur and now Detlefson is trying to place the blame on us for his misfortune, whereas it was up to the contractor. Had Detlefson just kept quiet and not try to help Gates, the whole thing might have been avoided.

I hate to stick Gates as he is always so fair on his jobs and I think it would be alright if we would send one of our Right of way Agents to try to fix this thing up. As Gall says, if we assure him the approach will be constructed at Station 796+70 he might be willing to reduce his claim for damages materially.

Very truly yours,

K. D. Lytle (Signed)

K. D. LYTLE
Division Engineer

kdl;g

enc

COPY

FORM E-30X 25M 6-50 42265

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

North Bend, Ore.
Jan. 5th, 1951

SUBJECT: Chrome Plant - Cedar Point

To:

Mr. K. D. Lytle,
Division Engineer,
Roseburg, Oregon

Dear Sir:

Herewith a letter from Herman T. Detlefson claiming damages for having been cut off from the highway during construction.

I will try and give the story as I know it.

In the beginning the main approach being used by Detlefson was at Station 800+00. When grading started on this end of the project the contractor did make the effort to keep this approach open or at least to make it passable at the end of each day. Eventually I noticed this was not being done. I spoke to the grading foreman about it and he said it wasn't necessary to keep it open any more as they had an understanding with Detlefson that he would leave his car on the outside. Later, when the October storms came and practically stopped all work I learned from Detlefson that this understanding was more of a misunderstanding. That he did tell the contractor he would leave his car on the outside as an accomodation to them but he never meant the situation to be established for the winter. He thought that the rate the grading was progressing they would have the new fill completed in about 10 days time and a new approach constructed for him.

By this time the grade was a sea of mud and it was impractical to open up the old approach or even complete the new one at station 796+70 so that it could be used. It was then agreed that we would open the approach at station 793+32. This was done and is still open. This approach leads to the barn and it is possible to drive through the barn, thence to the house.

At the time Detlefson said even though this was done he still had a claim for damages for being cut off and particularly not being able to move some of his live stock to other pastures immediately.

I don't believe we can improve on any road connection before spring.

I have told Detlefson that when his main approach at station 796+70 is completed we would widen it as he desires at the east end. This will involve the placing of approximately 150 cu. yd. fill, the expense will be small as the is waste on the job anyway. I believe that if Detlefson is further assured this widening will be done he would cut his monetary claim in half.

This situation would never have developed had Detlefson just kept quiet and not tried to aid the contractor by allowing them to close his approach. Of course the contractor should have been more certain of any agreements with Detlefson for he was fully aware of his obligations to all residences along the highway prior to this occuring.

Very truly yours,

C. C. Gall (Signed)
C. C. Gall
Resident Engineer

RECEIVED
1950
FOR FILING
FORM E-30 25M 5-50 40300

F-17[illegible] (1)

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 27th, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to your letter of September 12th, 1950, regarding our authority to reimburse the company for the movement of pole lines occupying private right of way prior to our acquisition of the same in locations where there is no recorded easement or other evidence of ownership by the company except their occupancy.

I am attaching letters from Mr. Lytle and Mr. Bedingfield, attorney who represents the Mountain States Power Company, who states that they had permission to build there, spent a considerable sum of money and, therefore, are maintaining their line by the "patrol license rule". I think Mr. Devers has ruled upon this several times that we are obligated to reimburse the company in such instances, but I recommend it be referred to him again so that we may have definite instructions, since most of the older power and telephone lines cross private right of way without the formality of recording their easements.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30 25M 5-50 40300

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Sept. 26, 1950

SUBJECT: 6-1038

To: H. G. Smith
Construction Engineer

Dear Sir:

I am sending herewith copies of a letter written by Bedingfield and Grant, Attorneys at Law, Haull Building, Coos Bay, Oregon, which is self-explanatory.

It appears to me this is a matter for the right of way department to take up with the Mountain States Power Company, relative to the moving of their poles.

Will you please do this.

Very truly yours

K. D. Lytle
K. D. LYTLE,
Division Engineer

kdl;at

Attach.

RECEIVED
[illegible]

COPY

Coos Bay, Oregon
Sept. 20, 1950

Oregon State Highway Commission
Roseburg, Oregon

Attn: Mr. K. D. Lytle, Division Engineer

Gentlemen:

Mountain States Power Company, Coos Bay, has referred your letter of September 18, 1950. to this office for reply. Your letter pertains to payment by the Highway Commission for removal of Mountain States Power Company's pole line along a proposed change in your highway right-of-way west of coquille on property formerly owned by the Russ estate.

A careful check of the file of the company failed to reveal any written grant of easement for this pole line which the company built there fifteen or twenty years ago. This pole line was constructed with the consent of the landowner and has been in use ever since and is still the property of the Mountain States Power Company. Any purchase by you of property on which this pole line stands was with notice of the rights of Mountain States Power Company to maintain its pole line.

The Mountain States Power Company states that it is entirely satisfied to let its pole line remain where it now stands and to continue to exercise its privileges granted to it when it built the line. We seriously doubt that anyone can deny the right of the company to maintain its line where it is now constructed in view of the fact that it had permission to build it there, and acting upon that consent whent ahead and expended substantial sums of money in construction.

We think this would fall within the parole license rule as frequently recognized by the courts. A parole license having been granted becomes irrevocable after substantial expenditure in construction work made pursuant to or based upon such license.

Very truly yours,

BEDINGFIELD and GRANT

By /s/ J. B. Bedingfield

JBB:vt

RECEIVED
DEC 12 1950
FOR FILING

[illegible]

[illegible]

~~[illegible]~~ files

Salem, Oregon
September 13, 1950

Mr. J. M. Devers
Chief Counsel

Attached hereto, for further handling by you, are two copies of an agreement form with the Southern Pacific Company by which the railroad grants the use of a part of its right of way and certain slope easements needed on the Chrome Plant-Cedar Point Section of the Oregon Coast Highway. This agreement has been executed by the State Highway Commission.

Please return one fully executed copy of the above agreement to this office for the Commission's files.

Secretary

rn
attach: 2

Returned?

(agreement out for recording in [illegible])
12-11-50

FORM E-123 30M 8-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

September 1, 1950

Memorandum to Commission

Attached for your approval is the original and one duplicate copy of an agreement form with Southern Pacific Company by which the railroad grants the use of a part of its right of way for highway construction, and also grants certain slope easements. The cost is $225.00

This agreement provides right of way needed on the Chrome Plant-Cedar Point section of the Oregon Coast Highway for which a contract was let in July.

The agreement has been recommended for approval by W. C. Williams, Assistant Highway Engineer, and approved as to form and legality by J. M. Devers, Chief Counsel.

Secretary

FAQ:rn
Attach

cc - Floyd Query

BY SECRETARY

return both copies to Mr Devers & request return of 1 fully executed counterpart.

RECEIVED
FOR FILING
F-172(6)
3380

Salem, Oregon
September 12, 1950

Copy

Mr. H. C. Smith

There appears to be some negligence on the part of our Locating Engineers in not indicating or including in their Summary of Quantities costs of moving private facilities which are on private right of way but are on our right of way after additional rights of way are acquired. One incident of this type is on the Chrome Plant-Cedar Point Section wherein a power line occupying private right of way under an easement must be moved at an estimated cost of $4,000. This money was not set up in the project authorization, it was not shown on the map submitted to the Right of Way Department, the title search did not indicate that the easement was recorded, and, therefore, the matter was completely overlooked.

It is my opinion that Locating Engineers should show all private or public utilities within not only the existing right of way but the additional right of way that is to be acquired for any particular project. I would appreciate your advising all Division and Locating Engineers of this matter.

I would also appreciate your having Mr. Lytle check up on what type of an easement the power company has on the right of way on the Chrome Plant--Cedar Point Section, inasmuch as there appears to be no recording of the same. This fact might throw some doubt on our authority to reimburse the power company for moving its line.

W. C. Williams

WCW:me

cc Mr. Forrest Cooper

FILE (YELLOW) COPY FILED IN CONSTRUCTION RIGHT OF WAY [illegible]

RECEIVED
1950
FOR FILING

7172-(6)

337

files

September 1, 1950

Memorandum to Commission

Attached for your approval is the original and one duplicate copy of an agreement form with Southern Pacific Company by which the railroad grants the use of a part of its right of way for highway construction, and also grants certain slope easements. The cost is $225.00

This agreement provides right of way needed on the Chrome Plant-Cedar Point section of the Oregon Coast Highway for which a contract was let in July.

The agreement has been recommended for approval by W. C. Williams, Assistant Highway Engineer, and approved as to form and legality by J. M. Devers, Chief Counsel.

Secretary

FAQ:rn
Attach

cc - Floyd Query

FORM E-30 25M 5-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 30, 1950

SUBJECT: Southern Pacific Encroachments
Chrome Plant-Cedar Point Section
Coast Highway, Coos County

To: Mr. H. B. Glaisyer
Secretary

OFFICE

Dear Mr. Glaisyer:

Attached hereto are duplicate counterparts of an agreement covering grant of easement for highway encroachments on the above section of highway.

Will you kindly have these documents executed by the Highway Commission and return to me for further handling. The agreements have been approved by Mr. Devers and Mr. Williams.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Asst. Right of Way Engineer

RLP:ea
Encls.

RECEIVED
AUG 11 1950
FOR FILING

7-172(6)

3380

August 10, 1950

E. L. Gates & Co.,Inc.
P. O. Box 1429
Medford, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3380, which was awarded to you on July 14, 1950 by the State Highway Commission, covering grading and paving on the Chrome Plant-Cedar Point Section of the Oregon Coast Highway in Coos County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

3380

7-172 (6)

July 26, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on July 24, 1950 on Contract No. 3380, Chrome Plant-Cedar Point Section, in connection with Federal Aid Project No. F-172 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

DdP:md

RECEIVED
OCT 4 1950
FOR FILING

7-172(6)
3380

AGENDA
AUG 31 1950

July 14, 1950

E. L. Gates & Company, Inc.
P. O. Box 1429
Medford, Oregon

Gentlemen: Re: Contract No. 3380

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the Chrome Plant-Cedar Point Section of the Oregon Coast Highway in Coos County. This award was based on your low bid of $379,324.00 submitted on July 10, 1950.

I would caution you not to start work on this project until you have executed the necessary agreement with the railroad company and have furnished the railroad company the insurance as provided in the contract. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

kc
Enc.

cc - M. O. Smith
S. H. Probert
Goldie Lewis
L. R. White (S.I.A.C.)

GET CONFIRMED

S+C

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM ☒	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 14, 1950
3:30 p.m.

R. L. Gates & Company, Inc.
P. O. Box 1429
Medford, Oregon

State Highway Commission awarded you today contract for the Chrome Plant-Cedar Point Section of the Oregon Coast Highway, Coos County, based on your low bid submitted July 10, 1950. Caution you not to start work on project until you have executed necessary agreement with the railroad company and have furnished railroad company insurance as provided in contract. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED

FOR FILING

7-172(6)

3370

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☒	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	DEFERRED ☐
CODE ☐	NIGHT LETTER ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JULY 14, 1950

MR. T. M. DAVIS, DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
201 FINANCIAL CENTER BUILDING
233 S. W. 6th STREET
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD TODAY CONTRACT FOR CHROME PLANT-CEDAR POINT PROJECT TO E. L. GATES & CO., INC. OF MEDFORD. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
JUL 14 1950
FOR FILING

172(6)

3380

July 13, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

This is in reply to your letter of July 6, relative to Oregon Project F-172(6), Chrome Plant-Cedar Point Section of the Oregon Coast Highway.

Exploratory work consisted of wash borings with a high-pressure pump; sandy material was found to lie between 50 and 60 feet below the surface in the questionable areas. Regarding tests, samples were taken at locations where shear might develop due to the embankment construction. Values were obtained for cohesion and angle of internal friction from our triaxial testing machine, and design was made for surcharges based on the Terzaghi formula.

Regarding sand drains, suitably graded sand is not locally available and must be shipped from the Powers or Reedsport area.

We feel that we have made a thorough investigation of the design and economics of the project in question, including a search for possible blanket material, beach sand not being suitable.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

:hi
cc Mr. H. G. Smith

ASSIGNMENT

July 10, 1950

No.

By

Description: **Mr. Davis' letter of July 6 re Oregon Project F-172 (6), Chrome Plant-Cedar Point Section**

Acknowledged by - - - - - Referred to - - - **Smith** ✓ - - - - - - - - - -

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxx Return with rough draft of reply
Please prepare for - - - - - - - - - - - - - - signature

Assignment executed July 13 '50 me Report received - - - - - -

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR [illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

July 6, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letters of June 9th, 13th & 22nd replying to ours of June 6th & 8th, all relative to Oregon project F-172(6) Chrome Plant-Cedar Point Section.

In our June 6th letter we requested information as to what exploratory tests had been conducted in the swampy areas and the conclusions reached relative to the stability of these foundation soils. This portion of our inquiry has not been cleared up.

The suggestion has been made that the use of sand drains with a 2 ft. layer of sand under the fills, particularly at China Flat, should be carefully investigated. If borings should show the depth of silt to be not too deep then sand drains and the sand blanket, at least under the waste material fill, should be considered since based on prices for such construction in Washington, the cost would be probably less than half the cost of replacement of the 1100 ft. pile bridge, which apparently will need replacement in a short time. At least the sand blanket should be given consideration at this time subject to the sand being reasonably available.

In instances such as this we believe thorough soil investigations should be made before final decision as to design is made. Will you please give us such information as you have regarding borings, etc. on this project and your comments as to the use of the sand drains.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

TMD:re

EIVED
FOR FILING

F 172(6)

33YC

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

July 14, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your telegram today advising all required rights-of-entry are acquired and requesting our concurrence in award today of a contract to E.L. Gates & Company, Inc., Medford, Oregon, who were low bidders at the July 10th bid opening for the construction of Oregon Project F-172(6) the Chrome Plant-Cedar Point Section.

We, hereby, concur in award as of this date as requested.

Very truly yours,

T.M. Davis
T. M. DAVIS
District Engineer

TMD:re

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1950
OR FILING

[illegible]

3380

July 17, 1950

E. L. Gates & Co., Inc.
P. O. Box 1429
Medford, Oregon

Gentlemen:

We are sending you today, by express, five copies of contract No. 3380 which was awarded to you by the State Highway Commission on July 14, 1950, covering the Chrome Plant-Cedar Point Section of the Oregon Coast Highway in Coos County.

Please execute four copies of this contract as to agreement and bond, and return them to this office for approval by the Highway Commission. When this has been done a fully executed copy will be returned to you for your files. We will also send an executed copy to the surety on your bond. The fifth copy is for your information and use while the other four copies are being executed, and should not be returned to us.

Your special attention is called to the paragraph under Section 6-12, Page 15, of the printed general provisions relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on the work under this contract in strict conformance therewith.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

You are advised not to start work on this project until you have executed the necessary agreement with the Southern Pacific Company and have furnished the railroad company the insurance as provided in the contract. A certificate of this insurance should be enclosed with the contract for the files of the Highway Commission.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded

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OR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

June 23, 1950

W. C. WILLIAMS

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. papers for Oregon Project No. F-172(6), Chrome Plant-Cedar Point Section of the Oregon Coast Highway have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights of way or rights of entry have been obtained.

The necessary number of copies of the executed railroad easement should be forwarded prior to submission of project agreement estimate.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JUN 23 1950
FOR FILING

June 22, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

I attach hereto a copy of a letter addressed to you under date of June 13, having reference to Chrome Plant-Cedar Point Section, Project F-172(6). It appears that you did not receive either the letter or the tracing of typical sections which was attached.

We are preparing, immediately, an additional tracing of typical sections, which we hope to be able to forward to you tomorrow. In the meanwhile, we urgently request that you give us authority to advertise this project, as any further delay will practically eliminate the possibility of getting any of the work performed this year.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

Encl.

cc Mr. H. G. Smith

P. S. "Typical section attached."
(sgd) W. C. W.

EIVED

FOR FILING

F-172(6)

June 19, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of June 14, concerning plans for the Chrome Plant-Cedar Point Project, F-172 (6), and calling attention to apparent discrepancies in the typical cross-sections.

These discrepancies have been corrected on the original drawings and will not appear on the reduced size prints.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JHW:gs

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[illegible] 1 1950
[illegible]OR FILING

June 16, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover six revised bid proposals for the Chrome Plant-Cedar Point Section, Project No. F-172 (6). Likewise are being sent one print each of plan sheets 3,4 and 6 on which changes have been made in the excavation brackets to indicate more clearly that all excavation work being performed is eligible for Federal participation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Asst. State Highway Engineer

JWH:md

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

June 14, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the P.S.& E. for F-172(6) Chrome Plant-Cedar Point Section of the Oregon Coast Highway.

Sheet No. 2 of the plans shows a "Normal Section Station 720+32 to Station 805+00" which is not symmetrical about centerline. It is also noted that the "Counterbalance Grading Section" involving a portion of the same stationing is symmetrical about centerline. Will you please advise as to the reason for non-symmetry of the normal section.

added Typ. Sec. corrected others
On

Very truly yours,

T. M. DAVIS
District Engineer

By: C.G. Polk
Senior Highway Engineer

CEIVED
JUN 14 1950
FOR FILING

17-8

June 13, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

In answer to your letter of June 8, regarding certain features of the P.S. & E. plans for Project F-172(6), Chrome Plant-Cedar Point Section, I am attaching a tracing of typical sections at Station 697 and Station 733 which will illustrate the position of our roadbed on the right of way in relation to the railroad. These are representative sections and, I believe, illustrate the situation better than any explanation.

The specifications discriminate against the bar run gravel from the Umpqua River because the gravel is taken out from underneath water by a clamshell so that there are no fines left which will assist in setting up the gravel. Gravel from the Coquille River, on the other hand, contains sufficient fines to set up in a satisfactory manner. We have used the Umpqua River gravel as topping and it is very difficult to get traffic over it or to stabilise it for the surfacing. For that reason, the Coquille River gravel is preferable.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

cc Mr. H. G. Smith

HGS

hi

CEIVED

FOR FILING

June 9, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

This is in regard to the waste between Station 710 and Station 720 on the Chrome Plant-Cedar Point Section of the Oregon Coast Highway at the China Camp Creek bridge.

Several years ago the Bridge Department attempted to fill in the west end of the bridge at Station 710 and had to stop immediately on account of the instability of the bog, which threatened to move the bridge and railroad. It is probable that they end-dumped this material, which would cause more displacement than were it spread slowly over a considerable area in thin layers so that the water would be displaced from the bog material. We have had several displacements of the railroad track south of Bunker Hill, which have caused the Division Engineer to become very pessimistic over stabilizing such areas without expensive sand drains, which would cost the equivalent of a bridge.

However, our Soils Department feels that there is a reasonable chance to consolidate the bog if the fill is placed over a wide area very slowly and uniformly.

Inasmuch as we have 70,000 cubic yards of waste at this place and do not propose to reconstruct the bridge for several years, we feel that we should attempt to place the waste uniformly over the portions of the bog which will not interfere with the drainage, so that the settlement can be taking place throughout the years. In order to avoid displacing the railroad, however, we have made a separate location, which would be used if the fill is successful, and this is marked "Proposed Waste Embankment Center Line."

In order to be safe and not tie the contractor up if this fill started to move the bridge, we have taken easements on two areas where the waste can be placed, but we propose to start in by filling underneath and around the bridge and toward the railroad track as a counterweight, and along the proposed center line. We think there is some hope of eventually building a fill here which will save a large part of the cost of the bridge, and, if no undue displacement takes place, we will place all the surplus excavation material so that it will form a part of the eventual roadbed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc: H. G. Smith
K. D. Lytle

une 9, 1950 GNMENT

No

By

scription: C. G. Polk's letter of June 8 re P.S. & E.
plans for Project F-172(6), Chrome Plant-Cedar Point Section

Acknowledged by _____ Referred to Smith

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for _______________ signature

Assignment executed ______ Report received ______

Remarks:

6-9-50

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

June 8, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

In the review of P.S.& E. plans for Project F-172(6) Chrome Plant-Cedar Point Section, we have been unable to determine right of way widths throughout most of the project. Although widths on the left are obviously adequate we question some of the widths on the right. For instance between stations 696+50 and 700+70 the width appears to be either 20' or 22' either of which is inadequate. From Station 727 to Station 735+50 widths are not indicated but scale about 45'. In view of a 30' cut at station 733 this width also seems rather narrow. It is suggested that the plans be revised to show actual right of way widths including railroad easements at all critical points.

The following is quoted from "Kind and Quality of Materials" on page 21 of the special provisions." "If gravel or rock is used from any source other than the Coquille River it shall be crushed and shall contain not less than 70% by weight of the particles with at least one fractured face. Bar run gravel from the Coquille River may be used providing it meets the quality requirements herein set forth."

The above specification appears to discriminate against use of bar run gravel from the Umpqua River which was the source of similar materials on the adjoining sections.

Very truly yours,

T. M. DAVIS
District Engineer

by: C. G. Polk
Senior Highway Engineer

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Date: June 8, 1950

ASSIGNMENT

No. 1934
By

Description: Letter of June 6 by T. M. Davis re P.S.& E. documents recently submitted for Project F-172 (6), Chrome Plant-Cedar Point Section of Oregon Coast Highway

OREGON

Acknowledged by _____ Referred to Smith ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XX Return with rough draft of reply
Please prepare for ______________ signature

Assignment executed 6-8-50 Report received ______

Remarks: You will remember that we discussed this verbally with Davis. WCW

PUBLIC RO[illegible]DMINISTRATION
FEDERA[illegible]RKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

June 6, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the P.S.& E. documents recently submitted for Project F-172(6), Chrome Plant-Cedar Point Section of the Oregon Coast Highway.

The plans are not clear as to the location and type of the ultimate improvement on the exception to the project between Stations 708+00 and 720+20. We note a dashed line designated as "Proposed Waste Embankment Centerline" which we assume is the line of ultimate location yet this line extends beyond the south limit of the exception. Will you please advise in some detail as to your plans for ultimate improvement of this section. We particularily desire to know whether a bridge or embankment is to be constructed and on what location. If an embankment is proposed we would like to know what exploratory tests have been made in the swampy areas and conclusions reached relative to the stability of these foundation soils. If an embankment is proposed could not all surplus excavation material be placed therein rather than in the two waste embankment areas opposite Stations 711 and 722.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

May 31, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Copy sent to Mr. Probert

Dear Sir:

The revision in Project F-172(6), Chrome Plant to Cedar Point of the Oregon Coast Highway, Item 79 of the Postwar Federal Aid Primary Highway Program is approved effective May 22, 1950. The request from your office relative approval of this individual project program change was dated May 9, 1950. The item will now appear on the program as follows:

Item	79
County	Coos
Project No.	F-172(6)
F.A. Route No.	2
State Route No.	U.S. 101
Termini:	Chrome Plant to Cedar Point
Construction Cost:	
Total	$400,106
Federal Funds	248,000
State Funds	152,106
Project Totals:	
Total Cost	$400,106
Federal Funds	248,000
Length (miles)	1.961
Character of Proposed Work	Gr., Dr., 2-lane high-type pavement.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

RECEIVED
JUN 1 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

FOR FILING

June 23, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. papers for Oregon Project No. F-172(6), Chrome Plant-Cedar Point Section of the Oregon Coast Highway have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights of way or rights of entry have been obtained.

The necessary number of copies of the executed railroad easement should be forwarded prior to submission of project agreement estimate.

Very truly yours,

[illegible] M. [illegible]
District Engineer

RECEIVED
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FOR FILING

E-22(4)

[illegible]

June 21, 1950

1. We be paid one-half market value of the fee of land on easement basis.

2. All drainage facilities owned by the Railroad be preserved or be relocated at no less favorable location than now exists.

3. Suitable additional drainage facilities to be furnished by the State so as to fully protect the Railroad after the highway is constructed.

4. Should the Railroad require areas, or any part thereof, for Railroad purposes, State, at its own expense, to either relocate the highway and remove the embankment or, at State expense, to construct and maintain in accordance with plan to be approved by the Railroad, such retaining walls as may be necessary to support the slope off the premises of the Railroad.

5. Should the State at any time abandon the use of the land covered by easement, that land will revert to the railroad.

6. State to require its contractor to carry Public Liability insurance in the amount of $200,000/$400,000 and Property Damage insurance in the amount of $50,000/$100,000.

7. State to assume cost of such inspectors as watchman and flagman, that may be required.

8. State to assume all expense of relocation of telegraph, telephone or signal line as may be necessary as a temporary measure or as a permanent relocation.

Note: The above information which refers to the Chrome Plant-Cedar Point Section of the Coast Highway in Coos County was given to me by telephone from Mr. Walker Paul's office in San Francisco. These are the conditions under which encroachment will be granted for this project.

Forrest Cooper
Right of Way Engineer

NOTED
W. C. WILLIAMS

RECEIVED
FOR FILING

F 172(6)

May 31, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The revision in Project F-172(6), Chrome Plant to Cedar Point of the Oregon Coast Highway, Item 79 of the Postwar Federal Aid Primary Highway Program is approved effective May 22, 1950. The request from your office relative approval of this individual project program change was dated May 9, 1950. The item will now appear on the program as follows:

Item	79
County	Coos
Project No.	F-172(6)
F.A. Route No.	2
State Route No.	U.S. 101
Termini:	Chrome Plant to Cedar Point
Construction Cost:	
Total	$400,106
Federal Funds	248,000
State Funds	152,106
Project Totals:	
Total Cost	$400,106
Federal Funds	248,000
Length (miles)	1.961
Character of Proposed Work	Gr., Dr., 2-lane high-type pavement.

Very truly yours,

T. H. DAVIS
District Engineer

RECEIVED
MAR 15 1950
FOR FILING

March 14, 1950

Oregon State Highway Commission

Coast
Survey
Sect

Gentlemen

Enclosed is a map print indicating a section of the Oregon Coast Highway (US 101) between Chrome Plant and Cedar Point. Specifically indicated on the map is the section from Station 686 to Station 808, on which the location survey has been completed and plans are ready for contracting as soon as right of way is acquired.

This section, which connects with the new section completed last year at the Chrome Plant, is designed for a two-lane facility, and the estimated cost is $450,000 for construction and $35,000 for right of way, or a total of $485,000. The allotment for the Chrome Plant-Coquille Section is $700,000, so, if desirable, an additional project could be called for bids later this year. This estimate contemplates the use of the existing bridge across China Camp Creek for the reason that this bridge has several years of life and it is not economically desirable to replace it at this time.

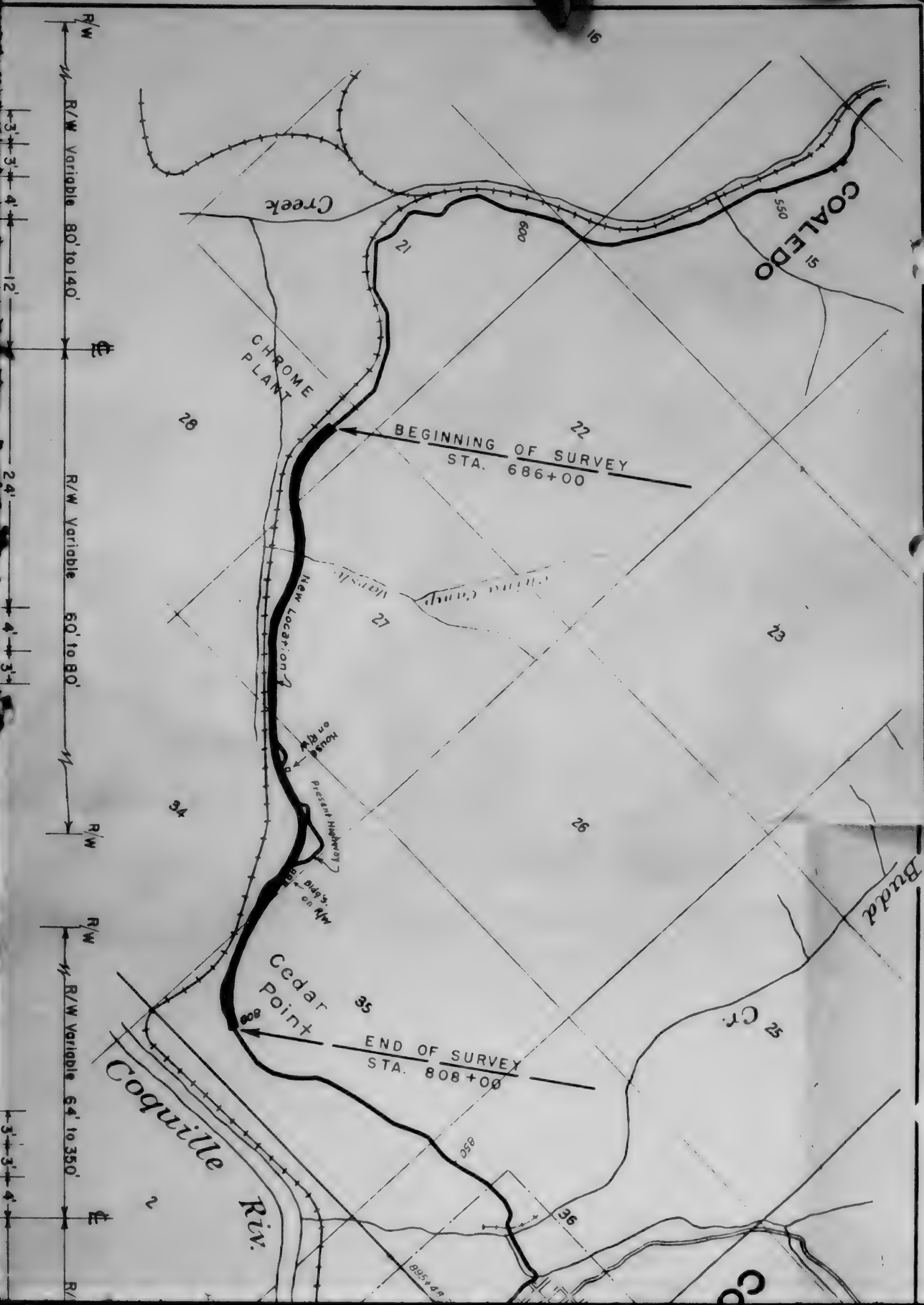
Your approval is requested of the location survey between Station 686 and Station 808, so that the right of way may be acquired and the project placed in line for contracting.

This matter will be on the next agenda.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me hi
Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith


16
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BEGINNING OF SURVEY
STA. 686+00
New Location
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23
Bldg on R/W
Present Highway
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Bldg's. on R/W
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Cedar Point
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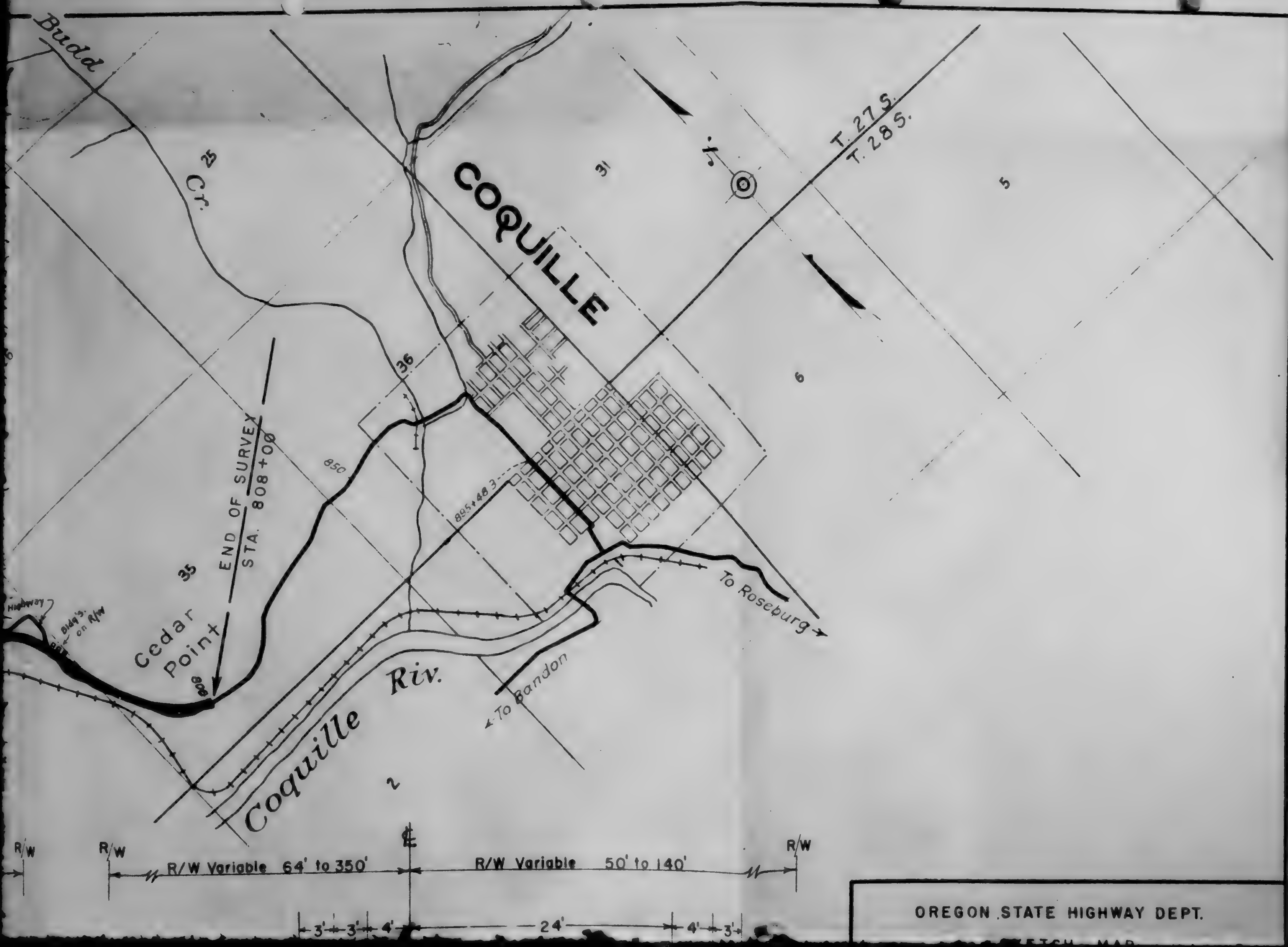
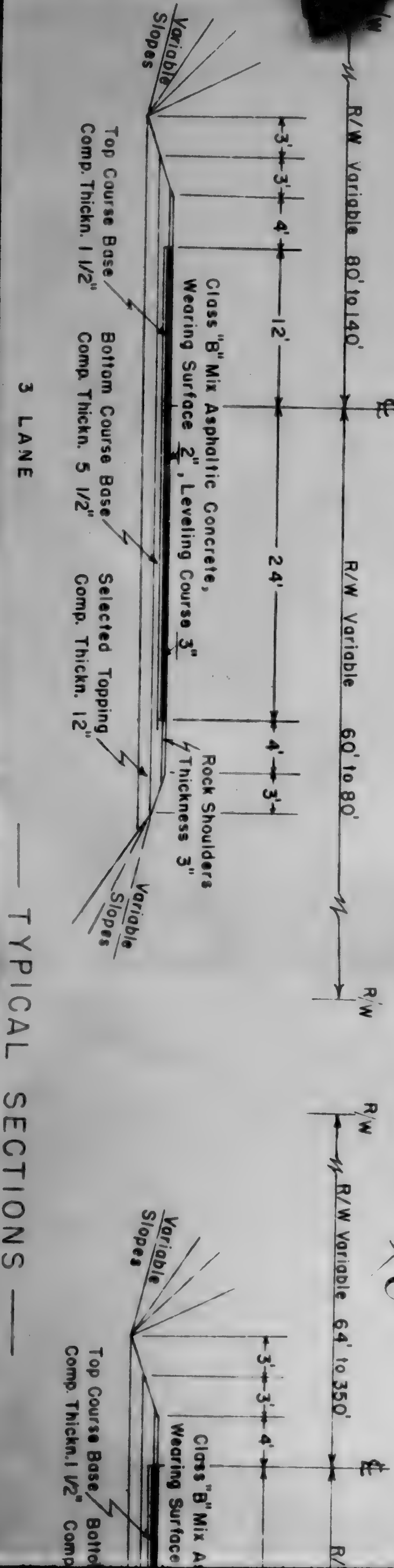
END OF SURVEY
STA. 808+00
Coquille Riv.
850
36
2
895+49
R/W
R/W Variable 80' to 140'
3'
3'
4'
12'
℄
24'
R/W Variable 60' to 80'
4'
3'
R/W
R/W
R/W Variable 64' to 350'
3'
3'
4'
℄

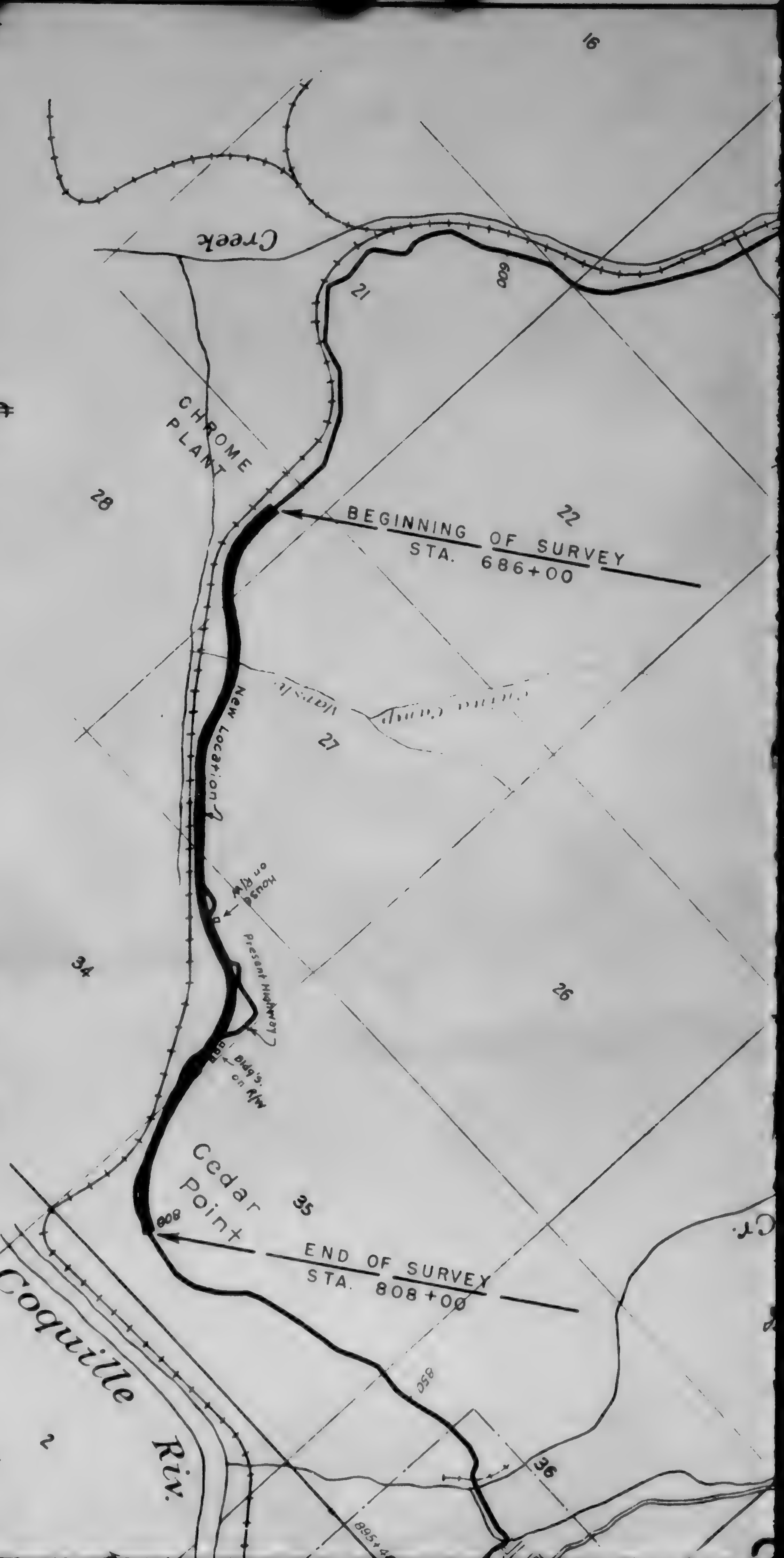

Budd
Cr.
25
35
36
31
5
6
2
COQUILLE
T. 27 S.
T. 28 S.
Cedar Point
808
END OF SURVEY
STA. 808+00
850
885+48.3
Highway
Bldg's. on R/W
Coquille Riv.
To Bandon
To Roseburg
R/W
R/W Variable 64' to 350'
R/W Variable 50' to 140'
℄
3'
3'
4'
24'
4'
3'

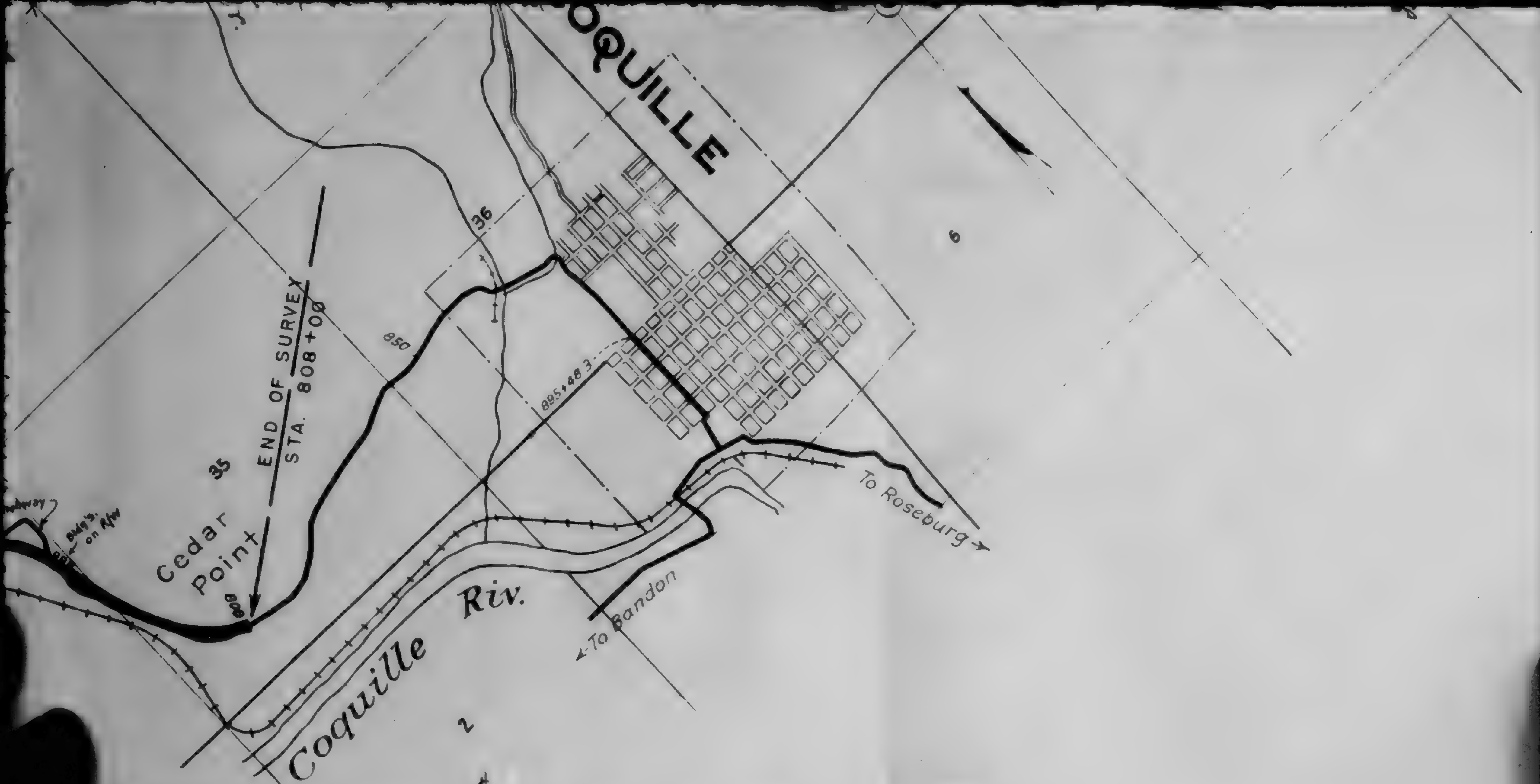
OREGON STATE HIGHWAY DEPT.

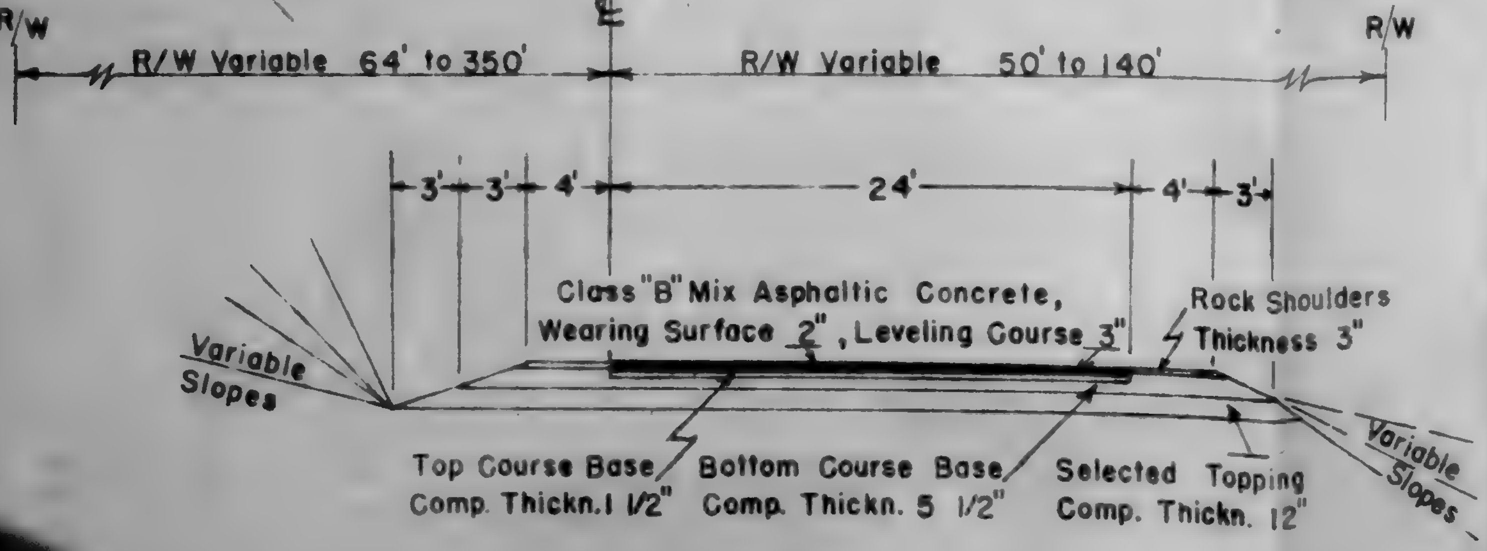
— TYPICAL SECTIONS —

3 LANE


Variable Slopes
Top Course Base Comp. Thickn. 1 1/2"
Bottom Course Base Comp. Thickn. 5 1/2"
Selected Topping Comp. Thickn. 12"
Class "B" Mix Asphaltic Concrete, Wearing Surface 2", Leveling Course 3"
Rock Shoulders Thickness 3"
Variable Slopes
3'
3'
4'
12'
24'
4'
3'
R/W Variable 80' to 140'
℄
R/W Variable 60' to 80'
R/W
R/W
R/W Variable 64' to 350'
℄
Variable Slopes
3'
3'
4'
Top Course Base Comp. Thickn. 1 1/2"
Class "B" Mix A
Wearing Surface
Botto
Comp
R/


16
Creek
21
600
CHROME PLANT
28
22
BEGINNING OF SURVEY
STA. 686+00
Marsh
27
New Location
House on R/W
Present Highway
34
26
Bldg's on R/W
Cedar Point
35
808
END OF SURVEY
STA. 808+00
Coquille Riv.
850
2
36
895+00
Cr.


COQUILLE
Coquille Riv.
Cedar Point
END OF SURVEY
STA. 808+00
808
35
36
2
6
850
895+48.3
To Bandon
To Roseburg
Roadway
Bldg's. on R/W


R/W
R/W
R/W Variable 64' to 350'
R/W Variable 50' to 140'
3'
3'
4'
24'
4'
3'
Class "B" Mix Asphaltic Concrete,
Wearing Surface 2", Leveling Course 3"
Rock Shoulders
Thickness 3"
Variable Slopes
Variable Slopes
Top Course Base
Comp. Thickn. 1 1/2"
Bottom Course Base
Comp. Thickn. 5 1/2"
Selected Topping
Comp. Thickn. 12"

TIONS —— 2 LANE

OREGON STATE HIGHWAY DEPT.
SKETCH MAP
CHROME PLANT—CEDAR POINT SECT.
OREGON COAST HIGHWAY
COOS COUNTY
Scale 1" = 2000' March 1950
For Details See "6B-32-20"

F-172(6) Chrome Plant-Cedar Point Sec., 1950
Oregon Coast Hwy.
#3380 (Indspection Reports)

RECEIVED
FOR FILING

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

L-7701

IN REPLY PLEASE REFER TO

E. E. MAYO
CHIEF ENGINEER
J. B. BAKER [illegible]
VALUATION OFFICER

File: 911/323

December 24, 1951

NOTED
C. A. GARDNER

SUBJECT: Highway Construction Chrome to Cedar Point, Oregon

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 31 to 35 inclusive, and Supplements to Weekly Report Summaries Nos. 6, 7, 8, 9, 10, 12, 13, 18, 20, 25 and 26. One copy is supported by duplicates of daily and weekly field reports on form No. L-7702.

These reports are in support of estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 84897 dated September 8, 1950.

Very truly yours,

E E Mayo
JBBaker

* Encls.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. ~~G.O.~~ Agmt No. 84597

Gang Div Engr. Report No. 51 ~~Daily~~ or Week Ending Oct 13 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report—											
										Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct P. M. Ayers Div. Engr.
Title-S. P. Co.

Approved F. H. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Coast Location Chromite-Cedar Pt. Agmt ~~G.O.~~ No. 8+837

Gang Div. Engr. Report No. 30 ~~Daily~~ or Week Ending Oct 6 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing	to						Report				
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct R. M. Ayer Engr. Surv.
Title S. P. Co.

Approved G. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Coast Location Chtome to Cedar Pt. Agmt No. 84897

Gang Div Engrs Report No. 32 or Week Ending Oct 20 1951

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount

Nothing to Report

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

other Reports Extra gang #20

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct R M. Ayers Engr. Insp.
Title-S. P. Co.

Approved J A Barnhart
, Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR W EKL REPORT OF LABOR A MA RIAL USED

Project Highway Coast Location Chrome to Cedar Pt. Agmt. No. 84897

Gang Extra #20 Report No. 4 Daily or We ing Oct 18, 1951
4 Week ending Oct 20, 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.80	
Asst foreman	8								8	1.65	
Laborers	160								160	1.417	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Raise sunken grade
B	M.P. 783.14
C	
D	
E	
F	

* Note: Also report locomotive miles.

Correct P. M. Ayers Engr. Insp.
Title S. P. Co.

Approved W. B. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR EEKL REPORT OF LABOR A MA ERIAL USED

Project Highway Coast Location Chrome to Cedar Pt. ~~Office~~ Agent No. 84897

Gang Div. Engrs Report No. 53 ~~Daily~~ or Week Ending Oct 27 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Nothing to Report										
									Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Other Reports Extra gang #20									
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

1

DAILY OR WEEKLY REPORT OF LABOR AND MA RIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agmt No. 84897

Gang Sect 95 Report No. 7 ~~Daily~~ or Week Ending Oct 27 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	16								16	1.78	
Labor	80								80	1.429	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
River Run Ballast	Yds	1.00	266	(Reedsport to MP. 783.14)					

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Raise sunken Grade

B MP. 783.14

C

D

E

F

* Note: Also report locomotive miles.

Correct R.M. Ayers Eng. Insp.

Title-S.P. Co.

Approved

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR EKL REPORT OF LABOR A MA RIAL USED

Project Highway Coast Location Chrome to Cedar Pt. Agmt No. 84877

Gang Sect #95 Report No. 12. Daily or ~~Week Ending~~ Oct 24 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.70	
Labor	48								48	1.429	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
River Run Ballast	Yds	1.00	76	(Reedsport to M.P. 783 14					

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Raise sunken grade
B M.P. 783.14
C
D
E
F

* Note: Also report locomotive miles.

Correct R. M. Ayers Engr. [illegible]
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W EKL REPORT OF LABOR A MA RIAL USED

Project Highway Coast Location Chrome to Cedar Pt. Agmt. No. 84897

Gang Sect #95 Report No. 11 Daily or ~~Week End~~ing Oct 23 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								9	1.70	
Labor	32								32	1.429	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
River Run Ballast	Yds	1.00	190	(Reedsport to MP.78314)					

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Raise tracks acct.

B Sunken grade

C

D

E

F

* Note: Also report locomotive miles.

Correct R. M. Ayers Engr. Insp.

Title-S. P. Co.

Approved W A Barnhart

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W EKL REPORT OF LABOR A MA RIAL USED

Project Highway Coast Location Chrome to Cedar Pt. Agmt. No. 84897

Gang Extra #20 Report No. 5 Daily or ~~Weekending~~ Oct 24 1951

6 Weekending Oct 27 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.80	
Asst Foreman	8								8	1.65	
Laborers	168								168	1.417	
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
							Total Material		

Equipment	Equipment Hours *						Description of Work
	A	B	C	D	E		
						A	Raise sunken grade
						B	M.P. 783.17
						C	
						D	
						E	
						F	

* Note: Also report locomotive miles.

Correct R. M. Ayers Engr. Insp.

Title S. P. Co.

Approved G. A. Barnhart

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agmt ~~G.O.~~ No. 84897

Gang Div. Engrs Report No. 34 ~~Daily~~ or Week Ending Oct 31 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Other Reports Extra gang #20									

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work
A
B
C
D
E
F

* Note: Also report locomotive miles.

Correct G. M. Ayers Eng. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Broome to Cedar Pt. Agmt [illegible]. No. 84897

Gang Extra # 20 Report No. 6 Daily or W[redacted]ing Oct 29 19 51

6 Week ending Oct 31 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Foreman	8							8	1.80	
Asst Foreman	8							8	1.65	
Laborers	112							112	1.417	
Total Labor										

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Total Material									

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Raise sunken grade
B M.P. 783.14
C
D
E
F

* Note: Also report locomotive miles.

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

L-7702

Project Highway Const Location Chrome to Cedar Pt. G.M.O. No.

Gang Teleg #25 Report No. 2-A Daily or ~~Week Ending~~ June 1, 1951

Supplemental

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Salvaged									
Wire Cu #9 B&S	Ft.		530						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A
B
C
D
E
F

* Note: Also report locomotive miles.

Correct R. M. Dyer Engr. Supv.

Title S. P. Co.

Approved W. A. Barnhart

, Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome Plant to Cedar Pt Agmt No. 84897

Gang Sect. 143 Report No. 15-A Daily or ~~Week Ending~~ June 6 1951

Supplemental Credit.

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.6946	
Labor	32								32	1.419	

Suppl. Credit

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct R. M. Ayers Eng. Insp.
Title-S. P. Co.

Approved G. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agmt. ~~G.E.O.~~ No. 84897

Gang Sect. 143 Report No. 16-A Daily or ~~Week Ending~~ June 7 1951

Supplemental Credit

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	16								16	1.419	
										Total Labor	

Supplemental Credit

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E

Description of Work
A
B
C
D
E
F

* Note: Also report locomotive miles.

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. G.M.O. No. 84877

Gang Extra #20 Report No. 3-A Daily or ~~Week Ending~~ Aug 9 19 51

Supplemental Credit

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	8										
Overtime	1										

Supplemental Credit.

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A

B

C

D

E

F

* Note: Also report locomotive miles.

Correct R. M. Ayres Engr Insp
Title-S. P. Co.

Approved Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agmt ~~G.A.O.~~ No. 84897

Gang Sect 143 Report No. 28 8 Daily or ~~Week Ending~~ Sept 15 1951 Weekending Sept 15 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	8								8	1.429	
Overtime	2								2	2.1435	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman
B
C
D
E
F

* Note: Also report locomotive miles.

Correct R.M. Ayers Engr. Insp.
Title-S. P. Co.

Approved J.A. Barnhart
Res. Engr. State Highway Dept.

3-51-500

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
. B. BAKER
VALUATION OFFICER

L-7701

IN REPLY PLEASE REFER TO

File: 911/323

November 8, 1951

SUBJECT: Highway Construction Chrome to Cedar Point, Oregon

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 19 to 30 inclusive, and supplements to Weekly Report Summaries Nos. 7, 8 and 12. One copy is supported by duplicates of daily and weekly field reports on form No. L-7702.

These reports are in support of estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 84897 dated September 8, 1950.

Very truly yours,

E. E. Mayo

* Encls.

NOTED
W. C. WILLIAMS

SOUTHERN PACIFIC COMPANY L-7702

OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Coast Location Chromet Cala. Pt. Agent ~~G.M.O.~~ No. 84597

Gang Div. Engr. Report No. 19 ~~Daily~~ or Week Ending Aug. 4 19

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											
										Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Div. Engr. #19
Weekly 8/4/51

Correct
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt ~~Cont.~~ No. 84897

Gang Div Engrs Report No. 20 ~~Daily~~ or Week Ending Aug 11 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	24								24	2.0924	
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense									
R M Ayers	Break		2						1.65
	Lunch		2						1.90
	Dinner		2						3.05
	Hotel		1						3.00
								Total Material	

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Div Engrs
Weekly #20 8/11/51

Correct R. M. Ayers Engr Insp.
Title S. P. Co.

Approved
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt No. 84897

Gang Div Engrs Report No. 36 Daily or ~~Week Ending~~ Aug 10 19 51

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.0924	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Office Work
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Correct R. M. Ayer Engr. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

Div Engr. #36
8/10/51

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chromet.Cedar Pt ~~G.M.O.~~ Agmt. No. 84897

Gang Divn Engrs Report No. 35 Daily or ~~Week Ending~~ Aug 9 1951

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
EngrInsp.	8								8	20924	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expence									
R.M.Ayers	Break	.90							
	Lunch	.90							
	Dinner	1.55							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Divn Engr #35
8/9/51

Correct R.M. Ayers Engr. Insp. Title S. P. Co.

Approved [illegible], Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~G.M.O.~~ Agmt. No. 84897

Gang Divn Engrs Report No. 34 Daily or ~~Week Ending~~ Aug 8 19 51

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp.	8		@	385 —					8	2.0924	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (RMAyers)	Break	.85							
	Lunch	1.00							
	Dinner	1.50							
	Hotel	3.00							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection
B
C
D
E
F

* Note: Also report locomotive miles.

Divn Engrs = 34
8/8/51

Correct R.M. Ayers Engr. Insp.
Title-S. P. Co.

~~Approved~~
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome-Cedarpt. Agmt ~~G.M.O.~~ No. 84891

Gang Extra # 20 Report No. 3 ~~Daily~~ or Week Ending Aug 11 1951

3 Daily Aug 9 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.80	
Overtime	1								1	2.70	
Asst Foreman	8								8	1.60	
Overtime	1								1	2.40	
Laborers	200								200	1.417	
Overtime	25								25	2.12	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
SP Freight. 69256	CY		1						
Roadway	"		9						
Tank 8051	"								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Raise Track
B	
C	
D	
E	
F	

*Note: Also report locomotive miles.

Extra # 20
3 daily 8/9/51
3 weekly 8/11/51

Correct R.M. Ayers Eng. Insp.
Title-S. P. Co.

Approved F A Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Ceder Pt. Agutt No. 84897

Gang Div—Engrs Report No. 57 Daily or ~~Week Ending~~ Aug 15 1951

21 Weekending Aug 18 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.0924	
									Total Labor		

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense R.M. Ayers	Break	.95	1						.95
	Lunch	1.10	1						1.10
	Dinner	1.55	1						1.55
	Hotel	3.50	1						3.50
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Inspection
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

#57 8/15/51
Weekly #21 - 8/18/51
Div—Engrs

Correct R.M. Ayers Engr. Insp.
Title-S. P. Co.

Approved J.A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Auth ~~G.M.O.~~ No. 84897

Gang Div Engr Report No. 22 ~~Daily~~ or Week Ending Aug 25 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work
A
B
C
D
E
F

* Note: Also report locomotive miles.

Correct F. M. Ayer Eng. Dept.

Title-S. P. Co.

Approved J. H. Barnhart

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR EEKL REPORT OF LABOR D MA ERIAL USED

Project Highway Coast Location Chrome to Cedar Pt. Agmt. No. 84897

Gang Div. Engrs Report No. 23 ~~Daily~~ or Week Ending Aug 31 19 51

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Nothing to Report										
									Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct G. M. Ayers Engr. Dep

Title-S. P. Co.

Approved Barnhart

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt G.M.O. No. 84897

Gang Div. Engrs Report No. 24 ~~Daily~~ or Week Ending Sept ~~[illegible]~~ 1 19 51

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount

Nothing to Report.

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved G. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

L-7702

Project Highway Coast   Location Chrome to Cedar Pt.   Agmt. No. 84597

Gang Teleg Dept #25   Report No. 5   Daily or ~~Week Ending~~ Sept 8 1951

No 5 Weekending Sept 8 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Lineman	8								8	2.5819	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Poles 20' RWC. BT. Cl 7	ea		2						
Brackets Wood Pole	ea.		4						
Insulators Std Glass	ea		4						
Wire Cu #9	ft		550						
Sleeves #9 B&S	ea		6						
Salvage									
Duplex #16	ft		600						
Expense									
F.W. Davies	Dinner	1.20							
Priv Auto	Miles	.07	28						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Restore pole line MP. 783.14
B Acct Highway Slide
C
D
E
F

* Note: Also report locomotive miles.

Teleg. Dept #25
#5 Daily and weekly
9/8/51

Correct P.M. Ayers Eng Insp
Title-S. P. Co.

Approved G.A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR [illegible]EEKL[illegible] REPORT OF LABOR [illegible]D MA[illegible]ERIAL USED

Project Highway Coast Location Chrome to Cedar Pt. Agmt. No. 84897

Gang Div Engr Report No. 26 Daily or Week Ending Sept 15 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A

B

C

D

E

F

* Note: Also report locomotive miles.

Correct R M Dyer Engr Insp.
Title-S. P. Co.

Approved F G Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. ~~G.M.O.~~ Agmt No. 84897

Gang Div Engr Report No. 21 ~~Daily~~ or Week Ending Sept 22 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct L.M., Ayers Eng. Engr.
Title-S. P. Co.

Approved L. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

AILY OR EEKL REPORT OF LABOR D MA ERIAL USED

Project Highway Coast Location Chrome to Cedar Ft. ~~G.O.~~ Acct No. 74897

Gang Div-Engr Report No. 28 ~~Daily~~ or Week Ending Sept 29 19

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct R. M. Ayers Engr. Dep.
Title-S. P. Co.

Approved G. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Coast Location [illegible] to Cedar Pt. Agnew ~~G.M.O.~~ No. 84897

Gang Div. Engrs Report No. 29 ~~Daily~~ or Week Ending Sept 30 1917

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct R M Dyer Engr. Insp.
Title S. P. Co.

Approved J A Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Aquct. ~~G.O.~~ No. 84897

Gang Sect 95 Report No. 3-A Daily or ~~Week Ending~~ May 20 1951

Supplemental

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Gravel Ballast	C.y		50						
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Used at M.P. 783.74 &
B	Not previously Reported
C	
D	
E	
F	

* Note: Also report locomotive miles.

Correct R.M. Ayle Engr. Sup.
Title-S. P. Co.

Approved J.A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Coast Location Chrome Cedar Pt. Agmt ~~[illegible]~~ No. 84897

Gang Sect 95 Report No. 7-A Daily or ~~Week Ending~~ May 28 1961

Supplemental

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Total Labor											

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
R.R. Gravel P.L. 13020	Cu Yd		76						
Total Material									

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A MP 783.1f
B Not Previously Reported
C
D
E
F

* Note: Also report locomotive miles.

Correct R. M. [illegible] Eng Dept
Title-S. P. Co.

Approved L A Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR EEKL REPORT OF LABOR D MA ERIAL USED

Project Highway Coast Location Chrome to Cedar Pt. Agmt ~~[illegible]~~. No. 84877

Gang Sect 95 Report No. 8-A Daily or ~~[illegible]~~ June 20 1951

Supplemental

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
									Total Labor		

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
R.R. Gravel	Cu Yds		76						
							Total Material		

Equipment	Equipment Hours * A	B	C	D	E		Description of Work
						A	M.P. 783.14
						B	Not Previously Reported
						C	
						D	
						E	
						F	

* Note: Also report locomotive miles.

Correct R. M. Ayers Supv. Engr.
Title-S. P. Co.

Approved G. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR [illegible]EEKLY REPORT OF LABOR A[illegible] MA[illegible]RIAL USED

Pro[illegible]ect Chesnut to Colfax Pt. Location Highway Const Agre ~~G.O.~~ No. 84897

Gang Extra #20 Report No. 22-A Daily or [illegible] June 17 1951

Supplemental

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Roadway Cars									
SP Freight 68256	day		1						
Tank	"		1						
S.P.M.W. 4119	"		1						
" 4123	"		1						
" 396	"		1						
" 1981	"		1						
" 4105	"		1						
" 2306	"		1						
" 946	"		1						
" 747	"		1						
" 1685	"		1						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Road Cars Not Previously
B Reported
C
D
E
F

* Note: Also report locomotive miles.

Correct R.M. Ayers Engr. Insp.
Title-S.P. Co.

Approved J.A. Barnhart
Res. Engr. State Highway Dept.

ASSIGNMENT

~~Date:~~ September 21 1951

No. 2914

Description: E. E. Mayo's letter (S.P. Co.) of Sept. 18 attaching 3 xxxxxx copies of Weekly Report Summaries 14 to 18 & supplements to 7 and 8 in connection with Chrome to Cedar Pt. Section

Acknowledged by _____ Referred to __Gardner ✓________

Investigate and report with recommendation
xx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________________ signature
____

Assignment executed ______ Report received _________

Remarks: Invoices covering period [illegible] and [illegible] processed for payment [illegible]

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

L-7701

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
J. B. BAKER
VALUATION OFFICER

IN REPLY PLEASE REFER TO
File: 911/323

September 18, 1951

RECEIVED
FOR FILING

SUBJECT: Highway Construction Chrome to Cedar Point, Oregon

2914

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 14 to 18 inclusive, and supplements to Weekly Report Summaries Nos. 7 and 8. One copy is supported by duplicates of daily and weekly field reports on form No. L-7702.

These reports are in support of estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 84897 dated September 8, 1950.

A. GARDNER

Very truly yours,

E. E. Mayo
JBB

* Encls.

RECEIVED
SEP 21 1951
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. No. 84897

Gang Divn Engrs Report No. 14 ~~Daily~~ or Week Ending July 7 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											
								Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Div. Engrs.
Weekly #14 July 7, 1951

Correct R. M. Ayer Eng. Insp.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~G.O.~~ No. 84897

Gang Div — Engrs Report No. 15 ~~Daily~~ or Week Ending July 14, 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp	24								24	2.2917	
										Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Preparing Report
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Div — Engr
Weekly # 15
7/14/51

Correct R. M. Ayer Engr. Insp.
Title-S. P. Co.

Approved Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~G.M.O.~~ No. 84897

Gang Div Engrs Report No. '29 Daily or ~~Week~~ Ending July 13 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.2917	
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Preparing Reports
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Div Engrs 29

7/13/51

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved L. G. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project [illegible] Location Chrome to Cedar Pt. Agmt ~~G.M.O.~~ No. 24897

Gang Divn Engrs. Report No. 27 Daily or ~~Week End~~ing July 10 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp.	8								8	2.297	
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Preparing Reports
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Divn Engr. #27
7/10/51

Correct [illegible]
Title-S. P. Co.

Approved [illegible]
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. ~~G.H.O.~~ Agmt No. 84597

Gang Div Engrs Report No. 16 ~~Daily~~ or Week Ending July 21 19 51

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	16								16	2.2917	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (RM Ayers)	Break		2						1.80
	Lunch		2						2.10
	Dinner		1						1.60
	Hotel		1						3.50

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Div Engrs Weekly
# 16 - 7-21-51

Correct R M Ayer - Eng. Insp.
Title S. P. Co.

~~Approved~~ J.E. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Aqued. No. 84897

Gang Div. Engrs Report No. 31 Daily or ~~Week Ending~~ July 20 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.2917	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense									
(R M Ayers)	Break.	.95							
	Lunch	1.10							

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Inspection

B

C

D

E

F

* Note: Also report locomotive miles.

Div. Engrs #31

7/20/51

Correct R. M. Ayers, Engr. Insp.

Title-S. P. Co.

Approved

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. [illegible]. No. 84897

Gang Divn Engrs Report No. 30 Daily or ~~Week Ending~~ July 19 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Engr. Insp.	8							8	2.2917	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (R M Ayers)	Break	.85							
	Lunch	1.00							
	Dinner	1.60							
	Hotel	3.50							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Divn Engrs #30

7/19/51

Correct R M Ayers Engr Insp.

Title-S. P. Co.

Approved

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR EEKLY EPORT OF LABOR A MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agent ~~G.M.O.~~ No. 94897

Gang Sect 143 Report No. 28 Daily or ~~Week Ending~~ July 16 1951

7 Weekending July 21 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.6946	
Laborers	48								48	1.417	
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Surfacing Track
						B M.P. 783.1x
						C
						D
						E
						F

* Note: Also report locomotive miles.

#28 7/16/51
Weekly #7 7/21/51
Sect 143

Correct D. M. Ayers Engr. Insp.
Title S.P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR A D MATERIAL USED

Project Highway Const. Location Cincome-Cedar Pt. Agent ~~G.M.O.~~ No. S-4597

Gang Div. Engr Report No. 17 ~~Daily~~ or Week Ending July 28 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Engr. Insp.	16							16	2.2917	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Preparing Reports
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Div. Engr Weekly
#17 - 7/28/51

Correct G. W. Ayers Eng. Insp.
Title-S.P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome-Cedar Pt. Agmt ~~Auth~~ No. 54-897

Gang Div Engrs Report No. 33 Daily or ~~Week End~~ing July 25 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.2917	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E		Description of Work
						A	Prepairing Reports
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive miles.

Div Engrs. #33
7/25/51

Correct P. M. Ayers Engr Insp.
Title-S. P. Co.

~~Approved~~ [illegible] Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Coast Location Chrome - Cedar Pt. Agent. G.M.O. No. 84897

Gang Div. Engr. Report No. 32 Daily or Week Ending July 24 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.297	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Preparing Report
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Div. Engr. #32
7/24/51

Correct F. M. [illegible] Insp.
Title-S. P. Co.

Approved [illegible]
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agmt ~~G.M.~~O. No. 84577

Gang Div— Engrs. Report No. 18 ~~Daily~~ or Week Ending July 31 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Reports											
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Other Reports Sect #95									
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Div — Engr Weekly

#18 7/31/51

Correct G. M. Ogan Engr. Supv.

Title-S.P. Co.

Approved J. G. Barnhart

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Ceda Pt. Agrmt. ~~G.M.O.~~ No. 54897

Gang Sect. 95 Report No. 10 Daily or ~~Week Ending~~ July 31 1951

6 Weekending July 31 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Foreman	8							8	1.6946	
Laborers	56							56	1.419	
								Total Labor		

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Ballast	Car		1						
						Total Material			

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Unloading Ballast
						B M.P. 753.14
						C
						D
						E
						F

* Note: Also report locomotive miles.

#10 - 7/31/51
Weekly #6 - 7/31/51
Sect. 95

Correct R. M. Ayers Eng. Dmp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W EKLY EPORT OF LABOR A MAT IAL USED

Project Highway Coast Location Chrome to Cedar Pt. Agmt ~~G.M.O.~~ No. 54897

Gang Extra #20 Report No. 1-A Daily or ~~Week Ending~~ May 20 1951

Supplemental

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Roadway Cars									
S.P.M.W. 4119	day		1						
〃 4123	〃		1						
〃 396	〃		1						
〃 1981	〃		1						
〃 4105	〃		1						
〃 2306	〃		1						
〃 946	〃		1						
〃 747	〃		1						
〃 1658	〃		1						
SP 68256	〃		1						
Tank 8051	〃		1						
	〃								

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Repair track M.P. 783.4
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Supplemental
#1-A May 20 1951
Extra #20

Correct G. M. Ayer Eng. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt Agmt ~~C.W.O.~~ No. 84597

Gang B & B #30 Report No. 1-A Daily or ~~Week Ending~~ May 31 1951

Supplemental

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Roadway Cars	~~[illegible]~~								
S.P.M.W. 1705	day		1						
" 2588	"		1						
" 2729	"		1						
" 2975	"		1						
" 2952	"		1						
" 2991	"		1						
" 3890	"		1						
" 28617	"		1						
Air Compressor	"		1						
Air Compresser Tools	"		1						

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Const temporary Xing
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

supplemental #1-A
May 31, 1951
B & B #30

Correct R.M. Ayer Eng. Insp.
Title-S. P. Co.

Approved [illegible]
Res. Engr. State Highway Dept.

ASSIGNMENT

~~Date:~~ September 18, 51 No. 2907

[illegible]

Description: Letter of September 13 by Southern Pacific Company attaching Weekly Report Summaries 9 to 13 and supplements to Nos. 2, 6, 7 and 8, in support of estimate covering force account work done according to terms of Agreement Audit 84897

Acknowledged by _____ Referred to ___Gardner_______

Investigate and report with recommendation

xx ~~Investigation~~, such action as necessary and report

Comment or recommendation

Return with rough draft of reply

Please prepare for ____________________ signature

____

Assignment executed 10-16-51 mc Report received _________

Remarks: Being processed [illegible] Payment - [illegible] for files & [illegible]

PLEASE RETURN TO W. C. WILLIAMS FOR FILING

D.

L-7701

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
J. B. BAKER
VALUATION OFFICER

IN REPLY PLEASE REFER TO
File: 911/323

September 13, 1951

EIVED
51
FILING

SUBJECT: Highway Construction Chrome to Cedar Point, Ore.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

W. C. WILLIAMS
FOR FILING

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 9 to 13 inclusive, and supplements to Weekly Report Summaries Nos. 2, 6, 7, and 8. One copy is supported by duplicates of daily and weekly field reports on form No. L-7702.

These reports are in support of estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 84897 dated September 8, 1950.

Very truly yours,

E. E. Mayo

* Encls.

NOTED
W. C. WILLIAMS

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~G.O.~~ No. 84897

Gang Divn Engrs Report No. 9 ~~Daily~~ or Week Ending June 2 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report.											
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Divn Engrs
weekly # 9 6-2-51

Correct R.M. Ayer Engr. Insp.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~G.W.O.~~ Agmt. No. 84897

Gang Teleg. Dept #25 Report No. 2 Daily or ~~Week Ending~~ June 1 1951

2 Week ending June 2 1951

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Lineman	8								8	2.3279	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (R.W. Davies)									
	Lunch	1.10	1						1.10
Priv. Auto	Miles	.07	56						3.92
Wire F.E. #8	Ft	[illegible]	40						
#16 Duplex	Ft.		600						

Total Material [illegible]

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Removed wire M.P. 783.14 to

B Clear Contractors Equipt.

C

D

E

F

* Note: Also report locomotive miles.

Teleg. Dept. #25
#2 - 6/1/51
Weekly #2 6/2/51

Correct R. M. Ayer Eng. Sup.
Title-S.P. Co.

Approved
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Highway Const. Location Chrome to Cedar Pt. ~~G.O.~~ Agmt No. 84897

Gang Sec. 143 Report No. 3 ~~Daily~~ or Week Ending June 2 1951

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	8								8	1.419	
Overtime	16								16	2.128	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Correct A. M. Ayers Eng. Comp.

Title S. P. Co.

Approved Barnhart

Res. Engr. State Highway Dept.

Sec. 143 Weekly
#3 6-2-51

SOUTHERN PACIFIC COMPANY

L-7702

OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Highway Const. Location Chrome-Ceder Pt. Agmt. ~~G.H.O.~~ No. 84891

Gang Sec. 143 Report No. 11 Daily or ~~Week Ending~~ June 2 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	5										
Overtime	12								12	2.129	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect 143

#11 6-2-51

Correct R. M. Ayers Engr. Supr.

Title S. P. Co.

~~Approved~~ Barnhart

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome-Cedar Pt. Aquct. ~~G.M.O.~~ No. 84597

Gang Sect. #143 Report No. 10 Daily or ~~Week Ending~~ June 1 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
~~Laborer~~											
Watchman	~~[illegible]~~	8							~~[illegible]~~8	1.419	
Overtime		4							4	2.128	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	
B	Watchman
C	
D	
E	
F	

* Note: Also report locomotive miles.

Sec. 143
6-1-51

Correct R.M. Ayer Eng. Insp.
Title S. P. Co.

Approved G.W. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

LY OR W EKLY EPORT OF LABOR A MATE IAL USED

Highway Const. Location Chrome to Cedar Pt. Agmt. ~~[illegible]~~ No. 54897

Gang Divn Engrs Report No. 16 Daily or ~~Week Endi~~ng June 4 1951
10 Week ending June 9 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp	8								8	2.2916	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense (Ayers)									
	Lunch	.90	1						
	Dinner	1.50	1						
	Hotel	3.00	1						

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work
A Inspection
B
C
D
E
F

* Note: Also report locomotive miles.
#16 - 6-4-51
#10 - 6-9-51 weekly
Divn Engr.

Correct R.M. Ayers Engr. Insp.
Title-S.P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

AILY OR W EKLY EPORT OF LABOR A MAT IAL USED

Project Highway Const Location Chesme to Calor Pt. Agnt. ~~G.M.O.~~ No. 84897

Gang Sect. 143 Report No. 4 ~~Daily~~ or Week Ending June 9 19 51

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Foreman	16							16	1.6946	
Labor	104							104	1.419	
Overtime	44							44	2.128	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Watch man
B Surface track M.P. 783.14
C
D
E
F

* Note: Also report locomotive miles.

Weekly #4
Sect 143 6/9/51

Correct P. M. Ayers Eng. Insp.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt G.W.O. No. 84597

Gang Sect 143 Report No. 18 Daily or Week Ending June 7 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Labor	[illegible]								[illegible]	[illegible]	
Overtime	[illegible]	12							12	2.129	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Sect. 143
#18 6/9/51

Correct G. M. Ayers Engr. Supv. Title- S. P. Co.

Approved G. F. Barnhart Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agent. No. 84897

Gang Sect. 143 Report No. 17 Daily or ~~Week Ending~~ June 8 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	8								8	1.419	
Overtime	4								4	2.129	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Sect. 143
#17 6/8/51

Correct R. M. Ayer, Eng. Supr.
Title-S. P. Co.

Approved G. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmti ~~[illegible]~~ No. 84897

Gang Sect 143 Report No. 16 Daily or Week Ending June 7 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Forman	8		@	284	70				8	1.6946	
Labor	40								40	1.419	
Overtime	4								4	2.128	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Watchman
B	Surface Track MP. 783.17
C	
D	
E	
F	

* Note: Also report locomotive miles.

Sect 143
#16 6/7/51

Correct F. M. Ayers Eng. Insp.
Title-S. P. Co.

Approved W. W. Barnhart
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agrmt. No. 84597

Gang Sect. 143 Report No. 15 Daily or ~~Week End~~ing June 6 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Forman	8			@ 284.70					8	1.6946	
Labor	40								40	1.419	
Overtime	4								4	2.128	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman
B Surface Track MP. 983.14
C
D
E
F

* Note: Also report locomotive miles.

Sect 143
#15 6/6/51

Correct R.M. Ayers Eng. Insp.
Title-S. P. Co.

Approved Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt G.M.O. No. 84897

Gang Sect 143 Report No. 14 Daily or ~~Week Ending~~ June 5, 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Laborer	8							8	1.419	
Overtime	4							4	2.129	
									Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect. 143
# 14 6-4-51

Correct D. M. Ayers Eng. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Aqu ~~G.M.O.~~ No. 8+897

Gang Sect 143 Report No. 13 Daily or ~~Week~~ Ending June 4 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	8								8	1.419	
Overtime	4								4	2.128	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman
B
C
D
E
F

* Note: Also report locomotive miles.

Sect. 143
13 - 6-4-51

Correct [illegible] Engr. Insp.
Title-S.P. Co.

Approved [illegible] Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W EKLY EPORT OF LABOR A MAT IAL USED

Project Highway Const. Location Chrome to Cedar Pt. Aant. G.M.O. No. 84897

Gang Sect. 143 Report No. 12 Daily or ~~Week Ending~~ June 3 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Laborer	~~3~~							~~3~~	[redacted]	
Overtime	~~3~~	12						12	2.125	
								Total Labor		

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
							Total Material		

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct P. M. Ayers Eng. Insp.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

Sect 143
#12 6-3-51

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chesame to Calera Pt. Amd. G.M.O. No. 84897

Gang Divn Engrs Report No. 11 ~~Daily~~ or Week Ending June 16 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	40								40	2.296	
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense									
(Ayers)	Breakf		1						.90
	Lunch		3						3.20
	Dinner		3						4.60
	Hotel		2						6.00
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Inspection
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Divn Engrs #11
Weekly 6/16/51

Correct P. M. Ayers Eng. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agmt. ~~Exp~~. No. 84577

Gang Divn Engrs Report No. 21 Daily or ~~Week Endin~~g June 16 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.2916	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense									
(Ayers)	Lunch	1.10							
	Dinner	1.65							
	Hotel	3.50							

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

#21 June 16 1951

Divn Engrs

Correct R.M. Ayers Engr. Insp.
Title-S. P. Co.

~~Approved~~ G.A. Barnhart
Resd Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W EKLY EPORT OF LABOR A MAT IAL USED

Project Highway Line Change Location Chrome to Cedar Point. Agmt. No. 84897

Gang Divn Engr. Report No. 20 Daily or Week Ending June 15, 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	1								8	2.2916	
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
~~Expense~~									
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Preparing Reports
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Divn Engr. #20

6/20/51

Correct R. M. Ayers Eng. Insp.

Title-S. P. Co.

~~Approved~~ G. A. Barnhart

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W EKLY EPORT OF LABOR A MAT IAL USED

Project Highway Line Change Location Chrome to Cedar Pt. Agmt. No. 84897

Gang Divn. Engrs Report No. 19 Daily or Week Ending June 14 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.2916	
								Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break	.90							
	Lunch	1.15							
	Dinner	1.35							
							Total Material		

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection
B
C
D
E
F

* Note: Also report locomotive miles.

Divn Engrs #19
6/14/51

Correct R. M. Ayers Engr. Insp
Title S. P. Co.

Approved J A Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

L-7702

Project Highway Line Change Location Chrome to Cedar Point Agmt ~~[illegible]~~ No. 84897

Gang Divn Engrs Report No. 18 Daily or ~~Week Ending~~ June 12 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8										
									8	2.2916	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Lunch	.95							
	Dinner	1.60							
	Hotel	2.50							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection

B

C

D

E

F

* Note: Also report locomotive miles.

Divn Engrs # 18

6/12/51

Correct R. M. Ayers Eng. Insp.

Title-S.P. Co.

Approved G. A. Barnhart

* Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]EKLY [illegible]EPORT OF LABOR A[illegible] MAT[illegible]IAL USED

Project Highway Line Change Location Chrome-Cedar Pt. Agent ~~W.O.~~. No. 84897

Gang Divn Engrs Report No. 17 Daily or ~~Week Ending~~ June 11, 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.2916	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

	Description of Work
A	Preparing Reports
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Divn Engrs # 17
6/11/51

Correct R. M. Ayers Eng. Insp.
Title S. P. Co.

Approved G. A. Barnhart
, Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedarft Agmt. ~~[illegible]~~. No. 84997

Gang Teleg. Dept. #25 Report No. 3 Daily or ~~Week Endi~~ng June 14, 1951

#3 weekending June 16, 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Lineman	1½								1½	2.3299	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense E.W. Davies Priv Auto	Miles	.07	28						1.96

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Raise Line & Clear for
B Contractors Equipment
C
D
E
F

* Note: Also report locomotive miles.

#3 - 6/14/51
#3 - 6/16/51 weekending
Teleg Dept #25

Correct R.M. Ayers Engr. Insp.
Title-S.P. Co.

Approved G.A. Barnhart
Res. Engr. State Highway Dept.

7-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt ~~G.M.O.~~ No. 84897

Gang Sect. 143 Report No. 5 ~~Daily~~ or Week Ending June 16 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	40								40	1.419	
Overtime	44								44	2.128	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Weekly #5
Sect 143 6/16/51

Correct R. M. Ayer
Title-S. P. Co.

Approved G. A. Barnhart
Res. Engr. State Highway Dept.

7.38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Line Change Location Chrome to Cedar Pt. Agent ~~S.~~O. No. 84897

Gang Sect. 143 Report No. 25 Daily or ~~Week Ending~~ June 16 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer											
Overtime	12								12	2.125	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Correct P. M. Ayers Engr. Insp.

Title-S. P. Co.

Approved J. A. Barnhart

Res. Engr. State Highway Dept.

Sect. 143

#25 6/16/51

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Relocation Location Chrome to Cedar Pt. Agnd. G.M.O. No. 84897

Gang Sect. 143 Report No. 24 Daily or ~~Week Ending~~ June 15 1951

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	8								8	1.419	
Overtime	4								4	2.128	
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect. 143
24 / 6/15/51

Correct R. M. Ayer Eng. Insp.
Title-S. P. Co.

~~Approved~~
Res. Engr. State Highway Dept.

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SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~G.M.O.~~ Agent No. 84897

Gang Sect. 143 Report No. 23 Daily or ~~Week Ending~~ June 14 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	8								8	1.419	
Overtime	4								4	2.128	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Sect. 143
#23 - 6/14/51

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved J W Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt ~~Other~~ No. 84897

Gang Sect. 143 Report No. 22 Daily or Week Ending June 13 19 51

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	8								8	1.419	
Overtime	4								4	2.128	
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work	
	A	B	C	D	E		
						A	Watchman
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive miles.

Sect. 143
#22 6/13/51

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR EEKL REPORT OF LABOR D MA RIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. G.M.O. No. 54897

Gang Sect 143 Report No. 21 Daily or ~~Week Ending~~ June 12 19 51

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
~~Foreman~~											
Laborer	8								8	1.419	
Overtime	4								4	2.128	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman
B
C
D
E
F

* Note: Also report locomotive miles.

Sect 143
#21 6/12/51

Correct P. M. Ayer Eng. Insp. Title S. P. Co.

Approved J.A. Barnhart Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

L-7702

Project Highway Const. Location Chesnut to Cedar St. Agnew G.M.O. No. 84897

Gang Sect. 143 Report No. 20 Daily or ~~Week Ending~~ June 11 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	8								8	1.419	
Overtime	4								4	2.128	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman
B
C
D
E
F

* Note: Also report locomotive miles.

Sect 143
#20 6/11/51

Correct P.M. Asst. Eng. Insp. Title S. P. Co.

~~Approved~~ W.A. Barnhart

Res. Engr. State Highway Dept.

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DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~G.R.O.~~ No. 84897

Gang Sect 143 Report No. 19 Daily or ~~Week Ending~~ June 10 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Laborer	[illegible]							[illegible]	[illegible]	
Overtime	~~4~~	12						12	2.125	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Sect 143
#19 6/10/51

Correct R. M. Ayer Eng. Insp.
Title-S. P. Co.

Approved G. A. Barnhart
Res. Engr. State Highway Dept.

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SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~G.M.O.~~ Agmt. No. 84897

Gang Div. Engrs Report No. 12 ~~Daily~~ or Week Ending Week Ending June 23, 1951

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp.	32								32	22916	
Overtime	9								9	3.4874	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense									
(Ayers)	Break		4						3.70
	Lunch		5						5.40
	Dinner		5						7.75
	Hotel		3						10.00
	Bus		1						4.66

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection. Restore
B Main Line M.P. 733.14
C
D
E
F

* Note: Also report locomotive miles.

Weekly #12
Div Engrs 6-23-51

Correct R.M. Ayers Engr. Insp.
Title-S. P. Co.

~~Approved~~ Barnhart
Res. Engr. State Highway Dept.

7 50 SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agent ~~Order~~ No. 84897

Gang Div. Engrs Report No. 26 Daily or ~~Week Ending~~ June 22 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.2916	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break	.95							
	Lunch	1.10							
	Dinner	1.50							
	Bus	4.66							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Div. Eng #26
June 23 1951

Correct R.M. Ayers Eng. Insp.
Title-S. P. Co.

Approved G A Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Ceda. Pt. Agmt. No. 84897

Gang Divn Engrs Report No. 25 Daily or ~~Week Endi~~ng June 20 1950

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp	8								8	2.2916	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense									
Ayers	Break	.90							
	Lunch	1.10							
	Dinner	1.50							
	Hotel	3.50							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Divn Engr #25
June 20, 1951

Correct R. M. Ayers Eng. Insp.
Title-S. P. Co.

Approved G A Barnhart
Res. Engr. State Highway Dept.

7-38 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~G. O.~~ No. 84897

Gang Divn Engrs Report No. 24 Daily or ~~Week Ending~~ June 19 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.2916	
										Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense									
(Ayers)	~~Break~~								
	Lunch	.90							
	Dinner	1.55							
	Hotel	3.00							
								Total Material	

Equipment	Equipment Hours *					Description of Work	
	A	B	C	D	E		
						A	Inspection
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive miles.

Divn Engrs II 24

June 19, 1951

Correct R. M. Ayers Eng. Insp.

Title-S. P. Co.

Approved F. A. Barnhart

Res. Engr. State Highway Dept.

I-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chromet, Cedar Pt. Aquet. ~~G.W.~~O. No. 84897

Gang Divn Engrs Report No. 23 Daily or ~~Week Endi~~ng June 18 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp.	8								8	2.2916	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense									
Ayers	Break.	.90							
	Lunch	1.15							
	Dinner	1.60							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection
B
C
D
E
F

* Note: Also report locomotive miles.

Divn Engrs #23
June 18, 1951

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved G A Barnhart
Res. Engr. State Highway Dept.

7-38

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~Exp.~~ Agmt. No. 84897

Gang Divn Engrs Report No. 22 Daily or ~~Week Ending~~ June 17, 19 51

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp	9								9	3.4374	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense (Ayers)									
	Break	.95							
	Lunch	1.15							
	Dinner	1.60							
	Hotel	3.50							

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Inspection - Restore
B	Main Line
C	
D	
E	
F	

* Note: Also report locomotive miles.

#22 June 17, 1951
Divn Engrs

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
, Res. Engr. State Highway Dept.

7-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cody Pt. Agmt. ~~A.F.E.~~ No. 84897

Gang Teleg Dept. #25 Report No. 4 Daily or ~~Week Ending~~ June 17, 19 51
4 week ending June 23, 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Lineman	10								10	2.3299	
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense									
F.W. Davies	Lunch	1.10							1.10
Priv. Auto	Mile	.07	28						1.96
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Move & Protect wires for
						B relocation of track
						C
						D
						E
						F

* Note: Also report locomotive miles.

#4 - 6/17/51
#4 - 6/23/51 weekly
Teleg Dept.

Correct R.M. Ayers Engr. Insp.
Title-S. P. Co.

Approved J.A. Barnhart
Res. Engr. State Highway Dept.

7-38 SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~Gang~~ No. 84897

Gang Sect 95 Report No. 8 Daily or ~~Week Ending~~ June 17 1951
4 Weekending June 23 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	10								10	2.5419	
Laborer	60								60	2.128	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Cedar Ties	ea.		80						
Spikes	Kegs		2						

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Restore track M.P. 783.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect 95
Daily #8 6-17-51
Weekly 4 6-23-51

Correct R. M. Ayers Eng. Insp.
Title S. P. Co.

Approved Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~S.~~O. No. 84897

Gang Section 141 Report No. 2 Daily or ~~Week Ending~~ June 17, 1951

2 Weekending June 23, 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	11								11	2.53	
Laborers	55								55	2.111	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Motor Car #3748	Mi		62						

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Restore Main Line M.P. 783.14
B
C
D
E
F

* Note: Also report locomotive miles.

#2 June 17, 1951
#2 weekly June 23 1951
Section 141

Correct R.M. Ayers Eng. Insp.
Title-S.P. Co.

Approved
Res. Engr. State Highway Dept.

7-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Chrome Highway Relocation Location Chrome to Cedar Pt. G. ~~O.~~ Agent No. 84897

Gang B Sect. #142 Report No. 6 Daily or ~~Week Ending~~ June 17 19 51
2 Week ending June 23 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman Overtime	10								10	2.5491	
Labor Overtime	70								70	2.111	
										Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Restore Main Line M.P. 783.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

#6 - 6/17/51
#2 - 6/23/51 weekly
Sect - 142

Correct R.M. Ayers Engr. Insp.
Title-S.P. Co.

Approved J.R. Barnhart
Res. Engr. State Highway Dept.

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SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Cheyenne to Cedar Pt Agent No. 84897

Gang Sect 143 Report No. 6 week ending June 23 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	2.5419	
Labor	37								37	2.125	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work
A Watchman
B Restore Track MP 783.14
C
D
E
F

* Note: Also report locomotive miles.

Weekly #6
Sect. 143 6/23/51

Correct P.M. Ayer Engr. Insp.
Title-S. P. Co.

Approved Barnhart
Res. Engr. State Highway Dept.

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L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR EEKL REPORT OF LABOR A MA RIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~Aud.~~ Agmt. No. 84897

Gang Sect. 143 Report No. 27 Daily or Week Ending June 18, 1951

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Labor											
Overtime	5								5	2.128	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Sect. 143
27 6/18/51

Correct R.M. Ayers Eng. Insp.
Title S. P. Co.

Approved
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Aquet. ~~E.~~O. No. 84897

Gang Sect 143 Report No. 26 Daily or ~~Week En~~ding June 17 1951

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	2.549	
Laborers	32								32	2.129	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Restore track M.P. 793.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect #143
#26 6/17/51

Correct G.M. Ayer Eng. Insp.
Title-S.P. Co.

Approved
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Line Change Location Chrome to Cedar Pt. Agnt ~~[illegible]~~. No. 84597

Gang Extra #20 Report No. 2 Daily or ~~Week Ending~~ June 17 1951
2 Week ending June 23, 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	11								11	2.7052	
Asst Foreman	11								11	2.399	
Laborers	176								176	2.111	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car 4051	Miles		62						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work
A Restore Main Line MP 783.14
B
C
D
E
F

* Note: Also report locomotive miles.

#2 June 17, 1950
#2 weekly June 23, 1951
Extra Gang #20

Correct R.M. Ayers Eng Insp.
Title-S.P. Co.
Approved J.A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agent ~~G.M.O.~~ No. 84897

Gang [illegible] Report No. 13 ~~Daily~~ or Week Ending June 30 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Div Engrs #13 weekly
6/30/51

Correct P. M. Ayers Engr. Insp.
Title S. P. Co.

~~Approved~~
Res. Engr. State Highway Dept.

7 38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chronicto Cedar Pt. Agmt. No. 84897

Gang Sect 95 Report No. 9 Daily or ~~Week Ending~~ June 28 19 51

5 Week ending June 30, 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Foreman	4							4	1.6946	
Labor	24							24	1.419	
							Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Gravel Ballast	Cars		2						
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Unload Ballast M.P. 783.14

B

C

D

E

F

* Note: Also report locomotive miles.

Sect 95
#9 - 6-28-51
Weekly 5 6-30-51

Correct R. M. Ayer Engr. Insp.
Title-S.P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

L-7702

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~R.M.~~ No. 84897

Gang Divn Engrs Report No. 2-A Daily or ~~Week Ending~~ April 27 1951

Supplemental

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.2619	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense									
Ayers	Break	.85							
	Lunch	1.00							
	Bus	4.66							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Suppl. #2-A
4-27-51

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

~~Approved~~ Barnhart
Res. Engr. State Highway Dept.

7-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Relocation Location Chrome to Cedar Pt. Agmt. ~~G.M.~~O. No. 84997

Gang Divn Engrs Report No. 5-A Daily or ~~Week Ending~~ May 18, 1951

Supplemental

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.1875	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense									
(Ayers)	Break	.80							
	Lunch	.95							
	Dinner	1.61							
	Bus	4.66							

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Inspection

B

C

D

E

F

* Note: Also report locomotive miles.

#5-A Divn Engrs
5/18/51

Correct R. M. Ayers Engr. Insp.

Title S. P. Co.

Approved Geo. Barnhart

Res. Engr. State Highway Dept.

7-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~G.A.O.~~ Agmt. No. 84597

Gang Extra #20 Report No. 1-A Daily or ~~Week Ending~~ April 20 1951

Supplemental-Credit

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Labor Overtime	70								70	2.111	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Extra gang #20
Suppl. Credit #1-A
5-20-51

Correct G. M. Ayers Eng. Insp
Title-S. P. Co.

Approved R. B. Barnhart
Res. Engr. State Highway Dept.

7-30

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. ~~G.M.O.~~ Agent No. 54597

Gang Section 142 Report No. 2-A Daily or ~~Week Ending~~ May 21 1951

Supplemental-Credit

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Labor.	8								8	1.41	
Overtime	2								2	2.129	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A

B

C

D

E

F

* Note: Also report locomotive miles.

Sec. 142
#2-A Credit.
5-21-51

Correct R. M. Ayers Eng Insp.
Title-S. P. Co.

Approved G. B. [illegible]
, Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~C.E.O.~~ No. 54897

Gang Sect 142 Report No. 2-B Daily or ~~Week Ending~~ May 22 1951

Supplemental

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foremen	8								8	1.686	
Laborers	48								48	1.41	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Motor Car 3936	Mi.		34						

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Const Sho-fly MP 783.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect. 142
2-B. Suppl. 5-22-51

Correct R. M. Ayer Engr. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

A18

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Ayres G.M.O. No. 84897

Gang Divn Engrs Report No. 12-A Supplemental Daily or ~~Week~~ Ending Ma. 28, 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense									
Ayers									
	Hotel	.50							
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

5/28/51 Divn Engrs

12-A Suppl.

Correct R. M. Ayres Engr. Insp.

Title-S. P. Co.

Approved J. G. Barnhart

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR EEKLY EPORT OF LABOR A D MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agmt ~~C.M.O.~~ No. 84897

Gang Sect. 143 Report No. 2 ~~Daily~~ or Week Ending May 31 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Labor	32								32	1.41	
Overtime	16								16	2.111	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Watchman
B
C
D
E
F

* Note: Also report locomotive miles.

Weekly #2
Sect #143 5/21/51

Correct R. M. Ayers Engr. Insp.
Title-S.P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highy Const. Location Chrome to Cedar Pt. ~~G.M.O.~~ Agmt No. 84897

Gang Section 143 Report No. 6 Daily or ~~Week Ending~~ May 28 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Laborer	8							8	1.41	
Overtime	4							4	2.111	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work	
						A	Watchman
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive miles.

#6 Sect 143
5/28/51

Correct R.M. Ayers Engr. Insp.
Title-S.P. Co.

Approved
Res. Engr. State Highway Dept.

7 48

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highwy Const Location Chrome to Cedar Pt. Agnt. ~~Gang~~. No. 84897

Gang Sect #143 Report No. 7 Daily or ~~Week Ending~~ May 29 19 51

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	8								8	1.41	
Overtime	4								4	2.111	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Sect 143 #7

5/29/51

Correct R.M. Ayers

Title-S. P. Co.

Approved J.A. Barnhart

Res. Engr. State Highway Dept.

7 38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt ~~G.O.~~ Agmt. No. 84897

Gang Sect # 143 Report No. 8 Daily or ~~Week Ending~~ May 30 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Labor	8								8	1.41	
Overtime	4								4	2.111	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Sect 143 #8
5/30/51

Correct R.M. Ayers
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chromet.-Cedar Pt. Agmt ~~Gang~~ No. 84897

Gang Sect 143 Report No. 9 Daily or ~~Week End~~ing May 31 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Labor	8								8	1.41	
Overtime	4								4	2.111	
										Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect 143 #9
5/31/51

Correct R. M. Ayers Eng. Insp.
Title-S. P. Co.

Approved H. R. Barnhart
Res. Engr. State Highway Dept.

1-48-8M

RECEIVE
[illegible]G 16 195

FOR F
E. E. MAYO
CHIEF ENG
J. B. BAK
VA

ASSIGNMENT

Date: [illegible]y 13, 1951

No. 2789

~~By~~ ww

Description: E. E. Mayo of S. P. Company letter of July 10 attaching 3 copies of Weekly Report Summaries Nos. 1 to 8 inclusive, 1 copy supposted by duplicates of daily & weekly field reports on Form L-7702 (Hwy. Constr.-Chrome to Cedar Point)

Acknowledged by _ _ _ _ _ Referred to _ _ ~~Smith~~ & Gardner

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ signature
_ _

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 8-15-51 Report received _ _ _ _ _ _ _ _

Remarks: Check and if OK approve and forward to accounting.
WCW

EAG

RECEIVED
FOR FILING

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
J. B. BAKER
VALUATION OFFICER

F-172 (6)

IN REPLY PLEASE REFER TO
File: 911/323

July 10, 1951

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SUBJECT: Highway Construction Chrome to Cedar Point, Ore.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 1 to 8 inclusive. One copy is supported by duplicates of daily and weekly field reports on form No. L-7702.

These reports are in support of estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 23170 dated September 8, 1950.

Very truly yours,

E. E. Mayo

* Encls.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agmt. No. 84897

Gang Divn Engrs Report No. 8 ~~Daily~~ or Week Ending May 31, 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Engr Insp	32							32	2.1875	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break		3						2.65
	Lunch		3						3.20
	Dinner		4						6.20
	Hotel		3						10.~~50~~ 10.00

Total Material

Equipment	Equipment Hours * A	B	C	D	E		Description of Work
						A	Inspection
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive miles.

Divn. Engrs #8
Weekly 5/31/51

Correct P.M. Ayers Engr. Insp.
Title S. P. Co.

Approved Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~Cont~~ Agmt. No. 84877

Gang Divn Engrs Report No. 15 Daily or ~~Week Ending~~ May 31 19 51

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp.	8								8	2.1875	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break	.90							
	Lunch	1.00							
	Dinner	1.50							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Divn Engrs #15
5/31/51

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

7-38

OUTHERN PA MPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR ND MATERIAL USED

Project Highway Const. Location chrome to Cedar Pt. Agmt. No. 84897

Gang Divn Engrs Report No. 14 Daily or ~~Week Ending~~ May 30, 1951

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.1875	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break	.85							
	Lunch	1.10							
	Dinner	1.65							
	Hotel	3.50							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Divn Engrs #14
5/30/51

Correct P M Ayers Engr. Insp.
Title S. P. Co.

~~Approved~~ J A Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Chrome Highway Line Change Location Chrome to Cedar Pt. Agent. ~~G.W.O.~~ No. 84897

Gang Divn Engrs Report No. 13 Daily or ~~Week Endi~~ng May 29, 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F				
								Hours	Rate	Amount
Engr. Insp.								8	2.1875	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense (Ayers)									
	Break	.90							
	Dinner	1.50							
	Hotel	3.50							

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Inspection
B
C
D
E
F

* Note: Also report locomotive miles.

Divn Engrs #13
5/29/51

Correct R. M. Ayers Engr. Insp.
Title-S.P. Co.

Approved G A Barnhart
Res. Engr. State Highway Dept.

OUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~Auth.~~ No. 84897

Gang Divn. Engrs Report No. 12 Daily or ~~Week End~~ing May 28 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Engr. Insp.	8							8	2.1875	
							Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Lunch	1.10							
	Dinner	1.55							
	Hotel	3.00							
							Total Material		

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Divn Engrs #12
5/28/51

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved G. A. Barnhart
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chicane – Cedar Pt. Agmt. ~~G.M.O.~~ No. 84897

Gang Section # 95 Report No. 7 Daily or ~~Week Ending~~ May 28 1951

3 Week ending May 31 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
~~[illegible]~~										
Foreman	4							4	1.69	
Labor	8							8	1.41	

Total Labor ______

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material ______

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Const. [illegible] M.P. 753.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect. 95 - # 7 - 5-28-51

Weekly # 3 - 5-31-51

Correct F. M. Ayers Eng. Supv.
Title-S. P. Co.

Approved G. W. Barnhart
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~G.M.O.~~ Amt. No. 84897

Gang B&B #30 Report No. 1 Daily or ~~Week Ending~~ May 31, 1951
1 Week ending May 31, 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.9403	
Asst. Foreman	8								8	1.8125	
Lead Carptr.	8								8	1.791	
1st. Cl. Carptr.	24								24	1.755	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Boat Spikes 3/8"X10"	Lbs		50						
Motor Car C.B.M. 2954	Miles		31						

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work
A Const Grade Xing For Equipt.
B Contractor furnished Plank
C
D
E
F

* Note: Also report locomotive miles.

B&B #30
Daily 1 5/31/51
Weekly 1 5/31/51

Correct R.M. Ayers Eng. Insp.
Title-S.P. Co.

Approved J.A. Barnhart
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Ceder Pt. Agmt. No. 84897

Gang Divn. Engrs Report No. 7 ~~Daily~~ or Week Ending May 26 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	40								40	2.1875	
Overtime	18								18	3.2813	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (R.M. Ayers)									
	Break		6						5.50
	Lunch		6						6.80
	Dinner		6						9.45
	Hotel		5						17.50

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Inspection M.P. 783.14
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Divn Engr. #7
Weekly 5/26/51

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agmt. No. 84897

Gang Divn Engrs Report No. 11 Daily or ~~Week Endi~~ng May 25 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.1875	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense (Ayers)									
	Break	.90							
	Lunch	1.15							
	Dinner	1.45							

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Inspection M.P. 783.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Divn Engrs #11
5/25/51

Correct R. M. Ayers Engr. Insp.
Title S. P. Co.

Approved
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Point Agmt ~~Ctr.~~ No. $84997

Gang Div. Engrs Report No. 10 Daily or ~~Week Ending~~ May 24 1951

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.1875	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break	90							
	Lunch	1.15							
	Dinner	1.60							
	Hotel	3.50							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection M.P. 783.14
B
C
D
E
F

* Note: Also report locomotive miles.

Div. Engrs. #10
5/24/51

Correct P.M. Ayers Eng. Insp.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

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OUTHERN PACIFIC COMPAN

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Point Agmt. G~~.O.~~ No. 84897

Gang Div. Engrs Report No. 9 Daily or W~~eek End~~ing May 23 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.1875	
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense (Ayers)									
	Break	.95							
	Lunch	1.15							
	Dinner	1.50							
	Hotel	3.50							
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Inspection M.P. 783.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Divn Engrs #9
5/23/51

Correct R. M. Ayers Engr. Insp.
Title S. P. Co.

Approved G.W. Barnhart
Res. Engr. State Highway Dept.

OUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agmt. No. 84897

Gang Divn Engrs Report No. 8 Daily or ~~Week Ending~~ May 22 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.1875	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense (Ayers)									
	Break	.90							
	Lunch	1.10							
	Dinner	1.65							
	Hotel	3.50							

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Inspection MP 783.14
B
C
D
E
F

* Note: Also report locomotive miles.

Eng. Dept #8
5/22/51

Correc R. M. Ayers Engr Insp.
Title P. Co.

Approved J. G. Barnhart
Res. Engr. State Highway Dept.

OUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agmt. ~~G.O.~~ No. 84897

Gang Div Engrs Report No. 7 Daily or ~~Week Ending~~ May 21 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp.	8								8	2.1875	
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break	.95							
	Lunch	1.15							
	Dinner	1.60							
	Hotel	3.50							
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E		Description of Work
						A	Inspection M.P. 783.14
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive miles.

Divn Engrs. #7
5/21/51

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved G. W. Barnhart
Res. Engr. State Highway Dept.

OUTHERN PACIFIC COMPAN — L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. ~~Gang~~ Agmt. No. 84897

Gang Div. Engrs Report No. 6 Daily or ~~Week Ending~~ May 20 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	18								18	3.2813	
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break	1.00							
	Lunch	1.10							
	Dinner	1.65							
	Hotel	3.50							
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Slide M.P. 783.14
B	Const. Shoofly
C	
D	
E	
F	

* Note: Also report locomotive miles.

Divn Engrs #6
5/20/51

Correct R. M. Ayers Engr. Insp.
Title S.P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

L-7702

OUTHERN PACIFIC COMPANY

DAILY OR VEEKLY REPORT OF LABOR ND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. G.M.O. No. 84897

Gang Sect. 95 Report No. 2 ~~Daily~~ or Week Ending May 26 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	[illegible]	20							20	1.69	
Overtime		12½							12½	2.53	
Labor		56							56	1.41	
Overtime		27							27	2.125	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Spikes - New	Kegs		2						
7/8" Track Bolts New	each		16						
Creo Cross ties New	each		25						
90# Cont. Jts. S.H.	"		4						
Canted tie plates 9"x10 SH	"		20						
50# 33' Rail S.H.	"		2						
4-Cars SPCo Ballast	Yds		160						
4-Cars United Contracting									
Co ¾ minus Screenings	"		160						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Const Sho Fly M.P. 783.14

B

C

D

E

F

* Note: Also report locomotive miles.

#95 Section Weekly

5/26/51

Correct P. M. Ayers Eng Supv

Title-S. P. Co.

Approved G. A. Barnhart

Res. Engr. State Highway Dept.

L-7702

OUTHERN PACIFIC COMPANY

DAILY OR /EEKLY REPORT OF LABOR ND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. No. 54897

Gang Sect. 95 Report No. 6 Daily or ~~Week Ending~~ May 24 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	4								4	1.69	
Labor	8								8	1.41	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
1 Cars Ballast	Yd		30						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Const. Shoofly MP. 783.14

B

C

D

E

F

* Note: Also report locomotive miles.

Sect. 95

#6 5-24-51

Correct R. M. Ayers Eng. Const.

Title-S. P. Co.

Approved G. W. Barnhart

Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location C. Grove to Cedar Pt. ~~G.M.O.~~ Agent No. 54897

Gang Sect. 95 Report No. 5 Daily or ~~Week Ending~~ May 22 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.69	
Labor	24								24	1.41	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work
A Const. Shoo-fly M.P. 78814
B
C
D
E
F

* Note: Also report locomotive miles.

Sect. 95
5 - 5-22-51

Correct P.M. Ayers Eng. Sup.
Title-S.P. Co.

Approved Barnhart
Res. Engr. State Highway Dept.

7-38

L-7702

OUTHERN PACIFIC COMPANY

DAILY OR .VEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~G.M.O.~~ Agmt. No. 84897

Gang Section #95 Report No. 4 Daily or ~~Week Ending~~ May 21 19 51

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.69	
Overtime	2								2	2.53	
Labor	24								24	1.41	
Overtime	6								6	2 127	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Const. Sho-Fly, M.P 773.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect. 95
#4 - 5-21-51

Correct F. M. Ayers Engr. Supv.
Title-S.P. Co.

Approved G H Barnhart
Res. Engr. State Highway Dept.

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UTHERN PACIFIC COMPAN

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~G.M.O.~~ Agmt. No. 54597

Gang Sec #95 Report No. #3 Daily or ~~Week Ending~~ May 20 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman Overtime	10½								10½	2.53	
Labor "	21								21	2.129	
										Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Spikes New	Kegs		2						
7/8" Track Bolts New	each		16						
Creo. Cross ties New	each		25						
80# Cont. Joints S.H.	each		4						
Canted tie plates 7¾x10 S.H.	"		20						
80# 33' Rail	each		2						
2-Cars Ballast S.P.Co	Yds		50						
4-Cars United Contracting Company Ballast to Be Paid for By Service Order	"		160						
								Total Material	

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Const. Sho-fly M.P. 783.14
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Sect. 95
#3 - 5/20/51

Correct R. M. Ayers Engr. Supv.
Title-S. P. Co.

Approved G. A. Barnhart
Res. Engr. State Highway Dept.

7-38

UTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Point Agmt. G.M.D. No. 84597

Gang Section 141 Report No. 1 Daily or ~~Week Ending~~ May 20 1951

1 Week ending May 26 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	15½								15½	2.53	
Track Walker	15½								15½	2.165	
Labor	31								31	2.129	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car 3748 - S.2	Miles		62						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Slide MP 753.14 Const Shoo-fly

B

C

D

E

F

* Note: Also report locomotive miles.

Section #141
#1 - May 20, 1951
#1 - May 26 - 1951 Weekly

Correct R. M. Ayers Engr Insp
Title-S. P. Co.

Approved G A Barnhart
Res. Engr. State Highway Dept.

7-38 SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~W.O.~~ Agmt. No. 84897

Gang Sect. 142 Report No. 1 ~~Daily~~ or Week Ending May 26 1951

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.686	
Overtime	17								17	2.53	
Labor	64								64	1.41	
Overtime	126								126	2.129	
Total Labor											

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Total Material									

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Sinking Fill M.P. 753.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Weekly #1
Sect 142 5/26/51

Correct R. M. Ayer Engr. Insp.
Title-S.P. Co.

Approved
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Line Change Location Chrome to Cedar Pt. ~~G.M.O.~~ Agmt. No. 84877

Gang Sect. 142 Report No. 5 Daily or ~~Week Ending~~ May 25 19 51

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer Overtime	7								7	2.129	
										Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Watchman M.P. 783.14
B
C
D
E
F

* Note: Also report locomotive miles.

Correct P.M. Ayers Engr. Insp.
Title S. P. Co.

Approved
Res. Engr. State Highway Dept.

#5 - 5-25-51
Sect 142

7,30

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location chrome to Cedar Pt. Agmt. G.M.O. No. 84897

Gang Sect. 142 Report No. 4 Daily or ~~Week Ending~~ May 24 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Labor. Overtime	11								11	2.127	
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman M.P. 753.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect 142
#4 - 5/24/51

Correct P.M. Ayers Eng. Insp.
Title-S.P.Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Line Change Location Chrome to Cedar Pt. Agnt. ~~G.M.O.~~ No. 84897

Gang Section 142 Report No. 3 Daily or ~~Week Ending~~ May 23 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer.	8								8	1.41	
Overtime	4								4	2.129	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman M.P. 783.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

#3 - 5/23/51
Sect. 142

Correct P.M. Ayers Eng. Insp.
Title S. P. Co.

Approved G A Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Line Ch. Location Chrome to Cedar Pt. Agmt. ~~S.M.O.~~ No. 84897

Gang Section 142 Report No. 2 Daily or ~~Week Ending~~ May 21 19 51

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.686	
Labor	56								56	1.41	
Foremans Overtime	2								2	2.53	
Labor Overtime	14								14	2.129	
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Motor Car 3936	Mi.		34						
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Const. Sho-Fl. M.P. 793.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sec. 142

#2 5/21/51

Correct R.M. Ayers Eng. Insp.
Title S.P. Co.

~~Approved~~ G.A. Barnhart
Res. Engr. State Highway Dept.

7-36

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Chrome Highway Line Change Location Chrome to Cedar Pt. Agmt G.M.O. No. 84897

Gang Section 142 Report No. 1 Daily or ~~Week Ending~~ May 20 19 51

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	15								15	2.53	
Labor	90								90	2.129	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car 3936	Miles		34						

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Const. Sho-fly M.P. 753.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect. 142
#1 5/20/51

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved G. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. Agmt. ~~G.M.O.~~ No. 84897

Gang Sect. 143 Report No. 1 ~~Daily~~ or Week Ending May 26 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Foreman	24							24	1.69	
Overtime	29							28	2.53	
Labor	120							120	1.41	
Overtime	50							50	2.129	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Const. Sho-fly M.P. 783.14
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Sect. 143

Weekly #1 - 5-26-51

Correct P. M. Ayers Engr. Sup.

Title-S. P. Co.

Approved

Res. Engr. State Highway Dept.

7-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~S.H.O.~~ Agmt No. 54897

Gang Section 143 Report No. 5 Daily or ~~Week Ending~~ May 25 19 51

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.69	
Overtime	2								2	2.53	
Labor	40								40	1.41	
Overtime	10								10	2.129	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work
A Const. Shoofly, MP. 783.14
B
C
D
E
F

* Note: Also report locomotive miles.

Sect. 143
#5 5-25-51

Correct P. M. Ayers Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

7-38

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~G.M.O.~~ No. 54897

Gang Section #143 Report No. 4 Daily or ~~Week End~~ing May 23, 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman Overtime	3								3	2.53	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Check for Settlement Slide M.P.783.1
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect 143 #4

5-23-51

Correct F. M. Ayers Eng. Insp

Title S. P. Co.

Approved

Res. Engr. State Highway Dept.

7-38

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome - Cedar Point Agmt. ~~C.M.O.~~ No. 54997

Gang Section # 143 Report No. 3 Daily or ~~Week Ending~~ May 22 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	9										
Overtime	3								9	1.69	
Labor	40								3	2.53	
~~Overtime~~									40	1.41	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car 4741	Miles		28						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Shoofly M.P. 783.14
B
C
D
E
F

* Note: Also report locomotive miles.

Sect. 143
#3 5/22/51

Correct F. M. Ayers Engr. Supv.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

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L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chromo to Cedar Pt. ~~G.M.O.~~ Agent No. 84897

Gang Section #143 Report No. 2 Daily or ~~Week Ending~~ May 21 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	8								8	1.69	
Overtime	5								5	2.53	
Labor	40								40	1.41	
Overtime	10								10	2.129	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car 4761	Miles		28						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Const. Sheath. MP. 753.14
B
C
D
E
F

* Note: Also report locomotive miles.

Section 143
#2- 5-21-51

Correct F. M. Ayers Eng. Insp.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

7-36

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chemult to Cedar Pt. ~~G.M.O.~~ Acct. No. 54897

Gang Section #143 Report No. 1 Daily or ~~Week Ending~~ May 20 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	15								15	2.53	
Labor	60								60	2.129	
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Motor Car 4741	Miles		28						
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Const. Shoofly M.P. 283.14 acct Grade
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Section 143

#1 - 5-20-51

Correct R.M. Ayers Eng. Insp.
Title-S.P. Co.

Approved G.A. Barnhart
Res. Engr. State Highway Dept.

7-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Point Agmt. No. 84997

Gang Extra Gang #20 Report No. 1 Daily or ~~Week Ending~~ May 20 1951

1 Week ending May 26 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	13								13	2.60	
Asst. Foreman	13								13	2.399	
~~Labor~~	369								369	2.111	
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car 4C56 A-5	Miles		62						
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Slide M.P. 783.14 Const.
						B Sho-Fly
						C
						D
						E
						F

* Note: Also report locomotive miles.

Extra gang #20
#1 - May 20 1951
#1 - May 26 1951 weekly

Correct R. M. Ayers Engr. Insp.
Title S. P. Co.

Approved Barnhart
Res. Engr. State Highway Dept.

7 38

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Point. Agmt. ~~[illegible]~~ No. 84997

Gang Telegraph Dept. #25 Report No. 1 Daily or ~~Week Ending~~ May 21, 1951

1 Week ending May 26, 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Lineman	2	(F.	W.	Dav	ies	@	391	43)	2	2.2246	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Davies)									
Mileage Priv. Auto	30	.07							2.10
Material									
Sleeves #9	4								
#9 B&S Wire	5 Ft.								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Cut in Slack acct. Slide M.P. 783.14
B
C
D
E
F

* Note: Also report locomotive miles.

Teleg. Dept. #1 5/21/51
Weekly #1 5/26/51

Correct R. M. Ayers. Eng. Insp.
Title-S. P. Co.

Approved G. B. Barnhart
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~C.O.~~ No. 84897

Gang Work train Ex. 1025 Report No. 1 Daily or ~~Week Ending~~ May 20 1951

1 Week ending May 26 1951

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Miles ~~Hours~~	Rate	Amount
Engineer									175	.1449	
Fireman									175	.1239	
Conductor									175	.1317	
Brakeman									175	.1202	
Brakeman									175	.1202	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Locomotive 1025	Miles		34						
S.P. 151231 Gondola									
S.P. 152254 "									
S.P. 152012 "									
S.P. 151005 "									
S.P. 10445 "									
S.P. 10724 "									
Caboose									

Total Material

Equipment	Equipment Hours * A	B	C	D	E
Same as Above	12 hrs				

Description of Work

A Bringing Ballast cars to MP 783.14

B & Return

C

D

E

F

* Note: Also report locomotive miles.

#1 - May 20, 1951
weekly #1, May 26, 1951
Extra 1025

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

7-38 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cache Peak ~~G.O.~~ Agmt. No. 84877

Gang Div. Engrs Report No. 6 ~~Daily~~ or Week Ending May 19 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	20	(R.M. Ayers @ 385.00)							20	2.1875	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break		2						1.80
	Lunch		2						2.15
	Dinner		3						4.70
	Hotel		3						10.00

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Weekly #6
Divn Engrs 5/19/51

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

7 38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. ~~Cont.~~ No. 54097

Gang Divn Engrs Report No. 5 Daily or ~~Week Ending~~ May 17, 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp.	8								8	2.1875	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break	95							
	Lunch	1.00							
	Dinner	1.50							
	Hotel	3.50							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection
B
C
D
E
F

* Note: Also report locomotive miles.

Div. Engrs # 5
5/17/51

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved Barnhart
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Point. Agmt. ~~Co.~~ No. 84897

Gang Divn Engrs Report No. 4 Daily or ~~Week End~~ing May 16 1951

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	8								8	2.1875	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break	.85							
	Lunch	1.15							
	Dinner	1.60							
	Hotel	3.50							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection
B
C
D
E
F

* Note: Also report locomotive miles.

Divn Engrs # 4
5/16/51

Correct R.M. Ayers Engr. Insp.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

7-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt. No. 84597

Gang Divn Engrs Report No. 3 Daily or ~~Week ending~~ May 15, 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp.	4								4	2.1875	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Dinner	1.60							
	Hotel	3.00							

Total Material

Equipment	Equipment Hours * A	B	C	D	E		Description of Work
						A	Inspection
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive miles.

Daily #3 5/15/51
Div. Engrs

Correct R. M. Ayers Engr. Insp.
Title S. P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Coast Location Chrome to Cedar Pt G.~~M.O.~~ Agmt No. 54597

Gang Section #95 Report No. 1 ~~Daily~~ or Week Ending May 19, 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	4								4	1.69	
Overtime	7								7	2.53	
Labor	12								12	1.41	
Overtime	7								7	2.12	
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Pick up track MP 753.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect. #95

Weekly #1 5/19/51

Correct C. M. Ayers Eng. Supv.
Title-S. P. Co.

Approved G A Banchart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const Location Chrome to Cedar Pt. ~~G.M.O.~~ Agnt. No. 84897

Gang Section #35 Report No. 2 Daily or ~~Week Ending~~ May 19 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman Section	1								7	2.53	
Laborer "	1								7	2.129	
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Pick up track M.P. 333.14
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Sect. 35

#2 May 13, 1951

Correct F. M. Ayers Eng. Insp.
Title-S. P. Co.

Approved Barnhart
Res. Engr. State Highway Dept.

7-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agmt ~~G.M.O.~~ No. 94-897

Gang Section #35 Report No. 1 Daily or ~~Week Ending~~ May 18 19 51

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman	1								4	1.69	
Labor	3								12	1.41	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Ballast - S.P. 10445	Yds		40						

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Pick up track Slide MP 793 18
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Section 35
#1 - 5/18/51

Correct E. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved G.E. Barnhart
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~G.M.O~~. No. 84897

Gang Div. Engrs Report No. 5 ~~Daily or~~ Week Ending May 12 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report.											
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Weekly #5 5/12/51

Div Engrs

Correct P.M. Ayers Eng. Insp.

Title S. P. Co.

Approved G.A. Barnhart

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. ~~Gang~~ Agmt. No. 84897

Gang Divn. Engrs Report No. 4 ~~Daily~~ or Week Ending May 5 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
	Nothing to Report.									
								Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

#4 Weekly
5/5/51 Div. Engrs

Correct R. M. Ayers Engr. Insp.
Title S. P. Co.

Approved G. A. Barnhart
Res. Engr. State Highway Dept.

7-38

OUTHERN PACIFIC COMPANY

L-7702

DAILY OR /EEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome to Cedar Pt. Agt. No. 34877

Gang Div. Engrs Report No. 3 ~~Daily~~ or Week Ending April 30 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
	Nothing		to		Report.						
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct R. M. Ayers Engr. Insp.
Title S. P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

DAILY OR EEKLY REPORT OF LABOR D MATERIAL USED

L-7702

Project Highway Const Location Shrome-Cedar Pt. Agmt. No. 84897

Gang Divn Engrs Report No. 2 ~~Daily~~ or Week Ending April 29 19 51

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr. Insp	16	(R.M. Ayers @ 380.00)							16	2.2619	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (R.M. Ayers)									
	Break		2						
	Lunch		2						1.75
	Dinner		2						1.85
	Hotel	2.50	2						3.20
									5.00

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A

B

C

D

E

F

* Note: Also report locomotive miles.

Weekly #2
Divn Engrs
4/28/51

Correct R.M. Ayers Engr. Insp.
Title S. P. Co.

Approved
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR EEKLY REPORT OF LABOR D MATERIAL USED

Project Highway Cons't Location Chrome-Cedar Point Agmt. ~~W.~~O. No. 84877

Gang Divn Engrs Report No. 1 Daily or ~~Week Ending~~ April 25 19 51

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp.	8								8	2.2619	

Total Labor 8 hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break	.85							
	Lunch	.95							
	Dinner	1.55							
	Hotel	2.60							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Eng Dept. #1
4-25-51

Correct R. M. Ayers Eng. Insp
Title-S.P. Co.

Approved J. A. Barnhart
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Cheome - Cedar Point Agmt. ~~G.H.O.~~ No. S 4897

Gang Divn Engrs Report No. 2 Daily or ~~Week Ending~~ April 26 19 51

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp	8								8	2.2619	
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense (Ayers)									
	Break	.90							
	Lunch	.90							
	Dinner	1.65							
	Hotel	2.50							
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Divn Engrs #2
4-26-51

Correct F.M. Ayers Engr. Insp.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Const. Location Chrome - Cedar Pt. Audit. ~~Order~~. No. 84897

Gang Div'n Engrs. Report No. 1 ~~Daily or~~ Week Ending April 21 19 51

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Nothing to Report.										
									Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Correct R. M. Ayer Engr. Insp.
Title S. P. Co.

Approved I. A. Barnhart
Res. Engr. State Highway Dept.

Weekly #1
Div'n Engrs
4/21/51

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hwy Coast Location Chrome-Cedar Point No. 84597

Gang Section 142 Report No. 1 ~~Daily~~ or Week Ending April 21 1951

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	8								8	1.359	
overtime	10								10	2.039	

Total Labor 18 hrs

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

Weekly #1
Sec 142
5-21-51

Correct R. M. Ayers Eng. Insp.
Title-S.P. Co.

Approved E.A. Barnhart
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Cons't. Location Chrome-Cedar Point Agmt. No. 84897

Gang Section 142 Report No. 2 Daily or ~~Week Ending~~ April 21 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
									8	2.89	
Laborer	8										

Total Labor 8 hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive miles.

Correct P.M. Ayers Engr. Insp.
Title S. P. Co.

Approved J. W. Barnhart
Res. Engr. State Highway Dept.

2 - 5-21-51

Sec 142

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Highway Constr. Location Chrome-Cedar Point ~~Exc.~~ Agmt. No. 84897

Gang Section 142 Report No. 1 Daily or ~~Week Ending~~ April 20 1951

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Laborer	8								8	1.359	
Overtime	2								2	2.089	

Total Labor 10 hrs

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive miles.

*1 - 5/20/51

Sec. 14

Correct R. M. Ayers Engr. Insp.
Title-S. P. Co.

Approved E. A. Barnhart
Res. Engr. State Highway Dept.

322-1707 Brownsville Section on Kirk [illegible]
Avenue in Brownsville.

#3321

October 4, 1950

Mrs. Jessie Howe
City Recorder
Brownsville, Oregon

NOTED
J. W. CATTRALL

Dear Madam:

Contract No. 3381 with Porter W. Yett for grading and paving on the Kirk Avenue section in the City of Brownsville was completed September 8, 1950, and accepted by the Highway Commission on September 28, 1950.

Under the terms of the agreement dated July 11, 1950, between the Highway Commission and the City of Brownsville, the maintenance of and continued jurisdiction over the above city street will be assumed by the City as of the date of completion, September 3, 1950.

Also under the terms of the agreement, as soon as available a copy of the final costs will be furnished to the City and an adjustment will be made as to the City's share in the final cost of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

RHP:MM

RECEIVED
FOR FILING

Contract #3381
~~Contractor - Porter~~ W. Yett

R.H. Baldock

April 2nd, 1951

FINAL COST ANALYSIS
Brownsville (Kirk Ave.) Section
Grading and Paving

Prefix 322-1707
Resident Engineer - Darrel Rohrbough
Resident Engineer - S. F. Walters

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All	All	1,100.00		$252.46	$1,100.00
Structural Excavation	144.87	Cu. Yd.	4.00	2.58	373.80	579.48
General Excavation	505.5	" "	1.00	0.95	480.07	505.50
6" Concrete Sewer Pipe	46	Lin. Ft.	1.00	0.87	40.00	46.00
8" " " "	210	" "	1.50	1.24	260.75	315.00
12" Concrete Culvert Pipe	249	" "	2.00	1.63	405.72	498.00
18" " " "	228	" "	2.75	2.34	533.91	627.00
Concrete Catch Basin	4	Each	70.00	60.63	242.52	280.00
Type "B" Manhole	1	"	300.00	155.57	155.57	300.00
3"-0" Material in Base	2,042	Cu. Yd.	2.50	2.02	4,129.87	5,105.00
3/4"-0" Material in Base & Shoulders.	1,111	" "	3.00	2.18	2,422.58	3,333.00
Sprinkling	59.4	M/Gal.	3.00	2.32	137.66	178.20
Class "B" Asphaltic Concrete	1,407.68	Ton	7.00	6.23	8,730.21	9,853.76
					$18,215.12	$22,720.94

Gross Revenue	$22,720.94
Total Cost	18,215.12
Net Profit	$ 4,505.82

Net Profit Equals 19.8% of Gross Revenue

Brownsville (Kirk Ave.) Section
Contract #3381

Detail of Cost

Labor:

Labor	$3,246.68	
State Industrial Accident Insurance	64.93	
Social Security	48.70	
Unemployment Compensation Insurance	87.66	
		$3,447.97

Materials:

6" Sewer Pipe	46	lin. ft. at	$0.27	$12.42	
8" " "	210	" " "	0.33	69.30	
12" Concrete Pipe	249	" " "	0.66	164.34	
18" " "	228	" " "	1.43	326.04	
Standard Manhole Ring & Cover	1	"	28.50	28.50	
Manhole Steps	2	"	0.25	0.50	
Catch Basin Frames & Grates	4	"	21.25	85.00	
Miscellaneous Steel				4.25	
Redi-Mix Concrete				92.92	
Mason Sand	¼	cu. yd. "	7.00	1.75	
Cement	7	sacks "	1.25	8.75	
Asphalt in Class "B" Asphaltic Mix	84.46	ton "	20.00	1,689.20	
Freight on Asphalt	84.46	" "	4.40	371.62	
Gravel Bought from Halsey-Crawfordsville Job				6,138.89	
					8,993.48

Equipment Rentals & Misc. Supplies:

Equipment Rental	$3,200.00	
Equipment Rental, Hired	150.00	
Gas, Oil & Grease	1,086.83	
Bond	121.28	
Small Tools & Misc. Supplies	99.39	
Freight	255.00	
P.L. & P.D. Insurance	97.70	
Office & General Overhead	763.47	
		5,773.67

Total Cost $18,215.12

Brownsville (Kirk Ave.) Section
Contract #3381

Remarks:

This was a "City Project" for grading and paving 0.59 mile of roadbed in the City of Brownsville in Linn County. The contract was bid July 11, 1950, awarded July 19, and the project was completed September 8, 1950.

The contractor started the clearing July 31, using a grader to remove old board sidewalks and brush. This material was loaded into a truck with a Ford tractor with loader attached and hauled away and burned. A good profit was realized on the clearing.

The structural excavation consisted of good material and was easily handled. A large amount of this excavation was done with a grader and the balance was done by hand labor because of water line interference.

The general excavation was bladed into windrows with a motor grader, picked up with the Fordson loader and hauled with a 5 cu. yd. truck. The material that was not required was wasted along the river bank.

The 3"-0" gravel used in the base was secured from the contractor's crushing plant which was set up at M.P. 9.42 on the Halsey-Sweet Home Secondary Highway. This material was hauled with three 5 cu. yd. trucks. A grader and one 10-ton roller were used on the street. The 3/4"-0" material used in base and shoulders came from the same source and was hauled and placed with the same equipment.

The Class "B" asphaltic concrete pavement was produced by the contractor's paving plant located at M.P. 9.42 on the Halsey-Sweet Home Secondary Highway as he had the contract for paving the Halsey-Crawfordsville Section. This material was mixed, hauled and placed in two days which was good production.

The asphalt was purchased in Portland and hauled by the contractor's insulated transports and trailers.

The contractor had good bid prices, equipment and supervision, and realized a good profit.

E. H. Clymer
Cost Analyst

By . . George Kayser

RECEIVED
FOR FILING

322-1707

OREGON STATE HIGHWAY COMMISSION
(date)
October 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3381	3-final	Porter W. Yett	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16883	2107	$ 750.00	Oct. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: A. A. Wihlander

OREGON STATE HIGHWAY COMMISSION
(date)
October 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3381	3-final	Porter W. Yett	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16883	2107	$ 750.00	Oct. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. J. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: None required

Completion Date: Sep. 8, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-16-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 9, 1950

Section Brownsville (Kirk Avenue)

Kind of work Grading & Paving

Highway City Street

Section prefix 322-1707

Contractor Porter W. Yett

Contract number 3381

Date of Contract June 19, 1950

Date of completion Sept. 30, 1950

Date work started July 31, 1950

Estimated date of completion Sept. 12, 1950

Amount of contract $23,300.00

Per cent of time elapsed 80 %

Estimated cost of completed project, exclusive of engineering $23,300.00

Per cent of contract completed, based on total contract price . . . . 95 %

Engineering cost to date $ 1,350.00, 5.8 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The 3/4"-0 shoulder Material was placed on this project the latter part of the week.

There remains a small amount of shaping & clean-up work to be done.

NOTED
H. W. LIBBY

NOTED
E. [illegible]

Signed

Address 620 Burkhart Street, Albany, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.59				0.59
Miles partially completed	0.59				
Miles completed	0.59				0.59
Total estimated quantities	450	3,500			1,400 Tons
Estimated quantities moved or placed to date					1,400 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	9				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...1..., Rollers ...1..., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., 1 Truck ...., 1 Loader ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
OCT 3 1950
FOR FILING

3-2-1727

3381

October 3, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 3381, for grading and paving on the Brownsville (Kirk Ave.) City Street Section in Linn County, has been completed by the contractor, Porter W. Yett, and that final payment in the amount of $750 will be made on or after October 13, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $22,720.94, and that no force account work was performed on the project. This contract was completed September 8 and accepted by the Commission September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland 4, Oregon

NOTED ON CARD

RECEIVED
SEP 21 1950
FOR FILING

329-1707

3381

September 20, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Porter W. Yett on contract No. 3381, covering the Brownsville (Kirk Ave.) City Street Section in Linn County. This payment, in the amount of $18,968.99, will be made on or after September 30, 1950. The retained percentage is $750.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

9-20-50, gl

RECEIVED
AUG - 8 1950
FOR FILING

322-1707

3381

August 7, 1950

Porter W. Yett
6500 N. E. Ainsworth Street
Portland 13, Oregon

Dear Sir:

We are enclosing herewith a fully executed copy of Contract No. 3381, which was awarded to you on July 19, 1950, by the State Highway Commission, covering Grading and Paving on City Street (Kirk Avenue) in Brownsville in Linn County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

RECEIVED
1950
FOR FILING

322-1907

3381

AGENDA
July 26 1950

4.i

July 19, 1950

Porter A. Yett, Contractor
6500 N. E. Ainsworth
Portland 13, Oregon

Re: Contract No. 3381

Dear Mr. Yett:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and paving Kirk Avenue in the town of Brownsville, Linn County. This award was based on your low bid of $23,300. submitted on July 11, 1950.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

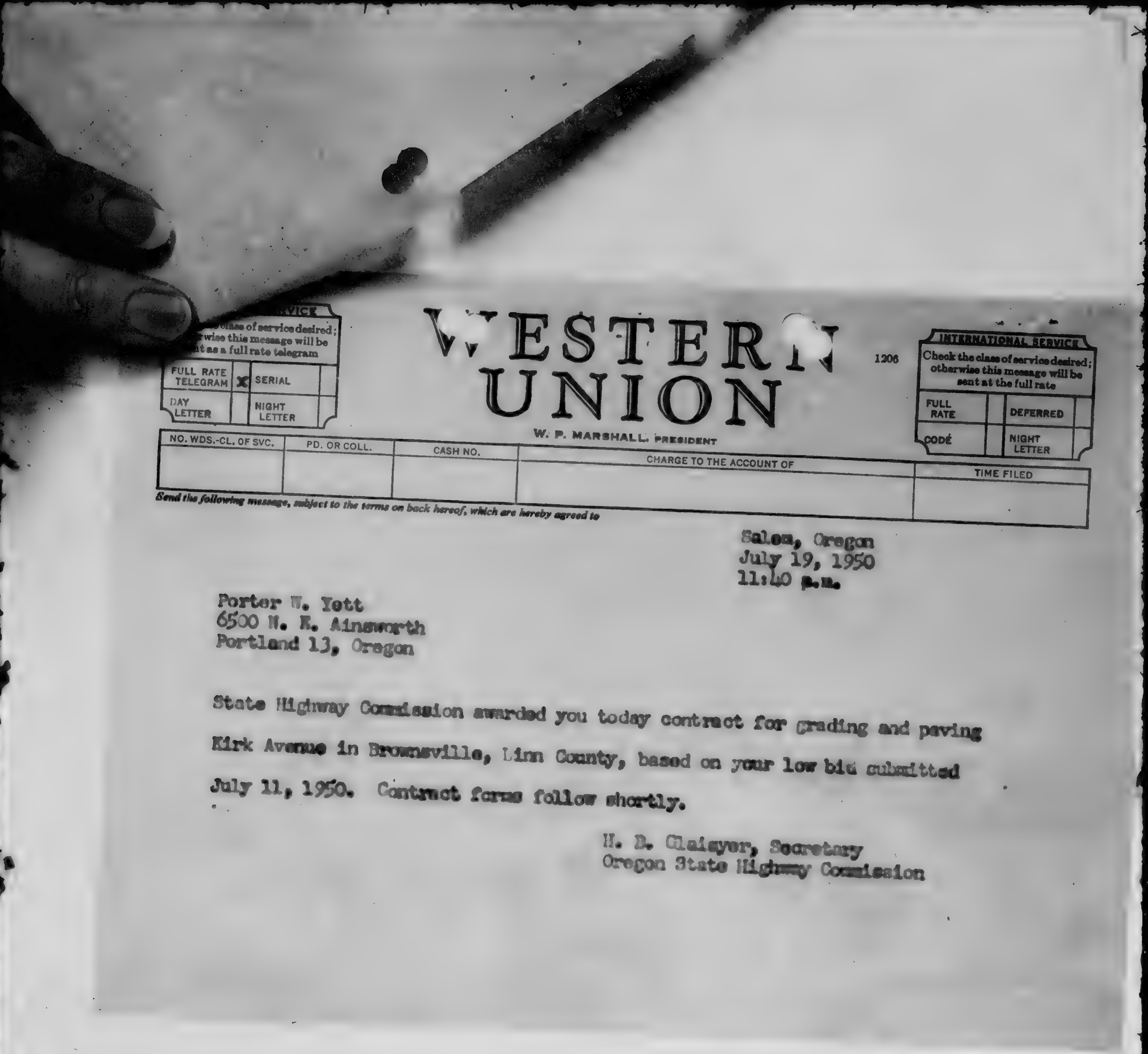
Secretary
OREGON STATE HIGHWAY COMMISSION

lm
Enc.

CC - H. G. Smith
S. H. Probert
Goldie Lewis
L. E. White (S.I.A.C.)

GET CONFIRMED

SYC



FULL RATE TELEGRAM	☒
SERIAL	
DAY LETTER	
NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	
DEFERRED	
CODE	
NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 19, 1950
11:40 a.m.

Porter W. Yett
6500 N. E. Ainsworth
Portland 13, Oregon

State Highway Commission awarded you today contract for grading and paving Kirk Avenue in Brownsville, Linn County, based on your low bid submitted July 11, 1950. Contract forms follow shortly.

H. B. Glaisyer, Secretary
Oregon State Highway Commission

RECEIVED
FOR FILING
32--1701
22-1

July 18, 1950

Mr. Jessie Howe, City Recorder
City Hall
Brownsville, Oregon

Dear Madam:

We are enclosing herewith, for the records and files of your City, a fully executed copy of an agreement between the State of Oregon, by and through its State Highway Commission, and the City of Brownsville, covering the improvement of city streets in connection with the $250,000 city allotment project.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]
encl. 1

~~R~~ECEIVED

FOR FILING

FORM E-30 25M 6-49 32802

222-171

2281

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1950

SUBJECT:

To: Mr. W. C. Williams
OFFICE

W. C. WILLIAMS

Herewith a copy of a letter received from Mr. Ben Fisher, Mayor of Brownsville, requesting that the Commission proceed with the job and agreeing that the City will underwrite the amount. You will note that the City requests that all efforts be made to hold down the cost of the project.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange

Robert H. Prange
Office Engineer

RHP:MM
Att.

COPY

July - 14 - 1950

COPY

State Highway Comm.
~~Portland~~ Salem, Ore.

Gentlemen

In reply to your letter of the 14th in regards to the bid on Kirk Ave Relating to the bid of $1100.00 in excess of the engineers estimate will grant you permission to proceed with the job as bid and the City will underwrite the amount.

But instruct the engineers and contractor to make all efforts to hold at the present sum we now have deposited with you.

Sincerly yours

Ben Fisher (sgd)

Mayor

COPY

NOTED
J. W. CATTRALL

July 14, 1950

Mr. Ben Fisher, Mayor

Brownsville, Oregon

Dear Mr. Fisher:

The Highway Commission at its July 10-11 meeting received and opened bids for the city allotment project on Kirk Avenue in your city.

This is to inform you that a satisfactory bid was received. However, the total cost will be $1100 more than the estimated amount set forth in the agreement between the City of Brownsville and the State Highway Commission. As set forth in the provisions of this agreement, this $1100 will have to be paid by the City. The award of the contract has not been made as we are at this time referring this matter of the additional $1100 to the City.

Upon receipt of a letter from the City stating that the $1100 additional cost meets with their approval, the contract will be awarded.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JWC:MM

RECEIVED
JUL 6 - 1950
FOR FILING
FORM E-90 25M 6-49 32802

Filed ✓

322-1707

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
OFFICE

Herewith Certified Check No. 1445 in the amount of $9,500 from the City of Brownsville as the city's advance deposit as its share in the cost of the $250,000 city allotment project in that city.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange

Robert H. Prange
Office Engineer

to Acc. Div
7-6-50
7Q

RHP:MM
Att.

(Copy for Mr. M. H. Hawke)

Salem, Oregon
July 5, 1950

Mr. W. C. Williams
OFFICE

NOTED
J. W. CATTRALL

Herewith three copies of an agreement with the City of Brownsville covering a $250,000 city allotment project in that city. Two copies of this agreement have been signed by the proper city officials and are now ready for presentation to the Commission. This project was approved by the Commission on February 6, 1950.

A certified check in the amount of $9,500 as the city's advance deposit has been received and forwarded to Mr. Glaisyer.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Office Engineer

RHP:MM
Att.

June 21, 1950

Mr. C. W. Keith
Street Commissioner
Brownsville, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

The State Highway Commission plans to call for bids for the improvement of Kirk Avenue from Factory Street to the east city boundary at its July meeting. Enclosed are two copies of an agreement covering this project. This agreement is in accordance with the special city allotment project as requested by the City and approved by the State Highway Commission.

Your attention is called to section 1 under paragraph (h) on page 3 which provides that the City shall deposit with the State $9,500 at the time of execution of this agreement by the City. Your letter received by this office on January 3, 1950, indicates this deposit has the approval of the City Council. Please make the deposit by means of a certified check payable to the Oregon State Highway Commission.

As the contract will not be awarded until the signed agreement and the advance deposit are in our hands, it would be appreciated if both copies of this agreement, signed by the Mayor and the City Recorder and attested by a third party, along with the above mentioned certified check would be returned to this office prior to June 30. After signature by the State Highway Commission, a duly executed copy of the agreement will be returned for the City's records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

[illegible]

6.2.50

[illegible] accompanied [illegible] to investigate [illegible] condition [illegible] Contractor Porter [illegible] to compare [illegible] condition after removal of material to see if any damage to canal had been done due to [illegible].

We found none [illegible] in town [illegible] in [illegible].

We [illegible] dams, and settling [illegible] been constructed to keep [illegible] and [illegible] of the works.

HG.

6.5.50

[illegible] and Mayor [illegible] checked [illegible] to compare [illegible] after job completed.

HG

NOTED
J. CATTRALL

JUN 1
ENGINEER

To John W. Cattrall DATE 5/29

On March 14th the City Council of Brownsville voted to have a man from the contractor, one from the City council & a representative of the State check on the condition of the Mill race prior to the beginning of work in the State Gravel Pit.

SIGNED

PLEASE REPLY HERE

TO DATE

The same group was to check the Mill race upon completion of the work and determine whether there was any damage caused due to the contractor's operation. I am wondering if the [illegible] can go over this with me this week. The contractor will begin working Wednesday.

SIGNED

NOTE - INDIVIDUAL ORIGINATING CONFIRMEMO RETAINS YELLOW COPY, FORWARDING FIRST AND TRIPLICATE INTACT WITH CARBONS. ADDRESSEE REPLIES, EXTRACTS CARBON; RETAINS TRIPLICATE, RETURNING FIRST PART TO ORIGINATOR OF CONFIRMEMO.

Rediform NO. 220

[illegible]

5-5-50

[illegible]

With O. Rickabaugh saw Mayor Fisher and St. & Supt C. Kirk

Answer Then city would have to have one fence moved, would have to construct two ditches from Kirk Ave to River to drain St.

They said they would do this. Mr Rickabaugh and I then [illegible] fixed the grades

[illegible]

Brownsville 12-22-49

Preliminary Estimate

Kirk Avenue from westerly side of Factory street to the east city limits a distance of approximately 0.56 miles.

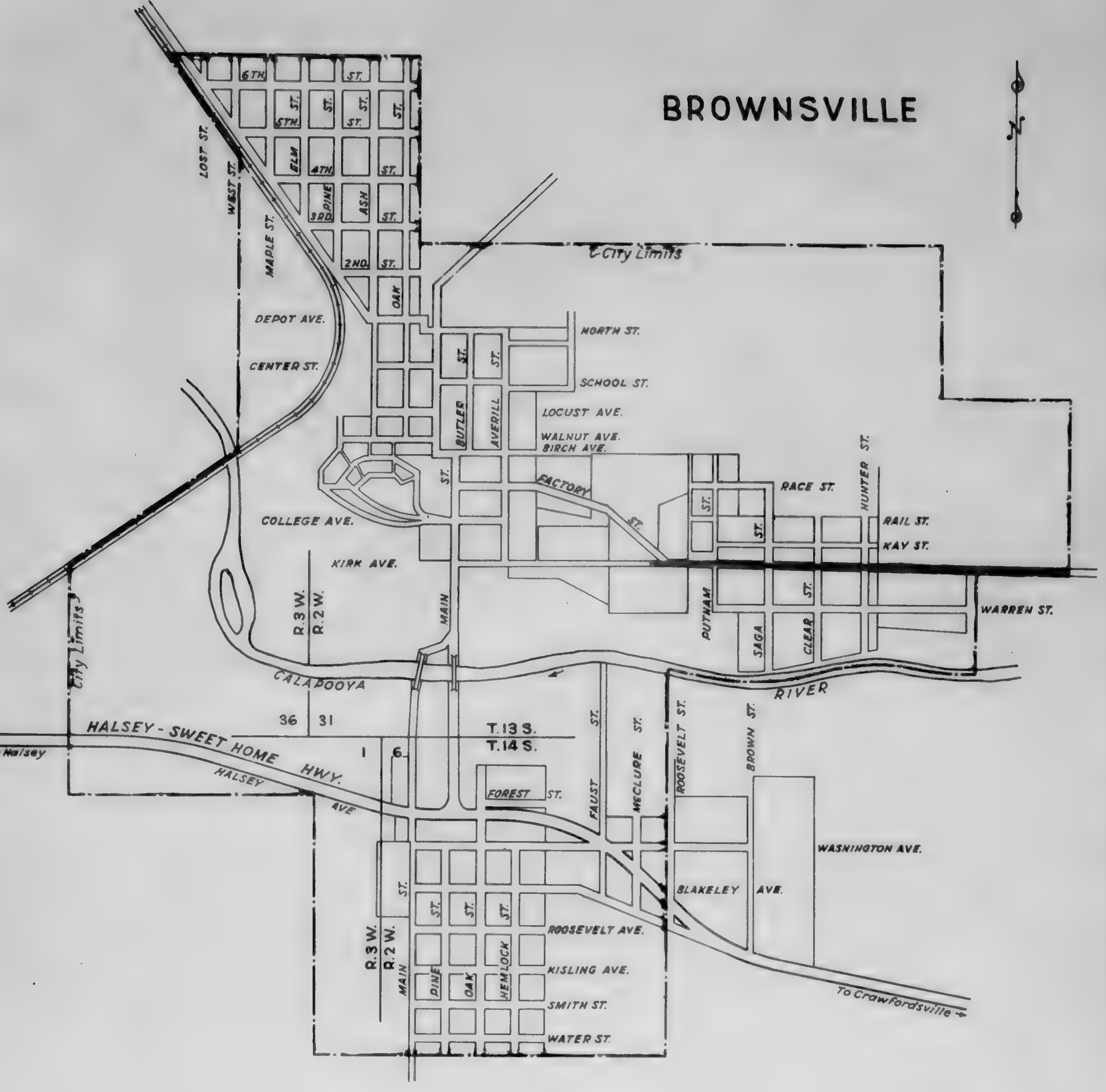
Grade, Construct drainage ditches, place base rock 28' in width and asphaltic Concrete paving 3" thickness 22' in width.

Item	Unit	Unit Price	Total
Excavation	1000 Cu yds	$1.50	$1500.00
12" Concrete pipe	700 lin ft	2.10	1470.00
Excavation trench	60 Cu yds	4.00	240.00
Concrete catch basins	3 each	75.00	225.00
3"-0 in base	2850 Cu yds	1.50	4275.00
3/4-0 in base & shoulders	700 Cu yds	3.50	2450.00
Sprinkle	80 M gal.	3.00	240.00
Preparation of base	0.56 mile	1000.00	560.00
Asphaltic Concrete	1320 tons	8.00	10560.00
		[illegible]	$21,520.00
		10% [illegible]	2152.00
		[illegible]	600.00
			$24,272.00

Total [illegible] — $24,500.00

City to make all utility changes at sole cost of city. And to furnish funds for portion of Cost.

BROWNSVILLE



N
6TH ST.
5TH ST.
4TH ST.
3RD ST.
2ND ST.
ST.
ST.
ST.
ST.
ELM
PINE
ASH
OAK
LOST ST.
WEST ST.
MAPLE ST.
DEPOT AVE.
CENTER ST.
City Limits
NORTH ST.
SCHOOL ST.
LOCUST AVE.
WALNUT AVE.
BIRCH AVE.
BUTLER ST.
AVERILL ST.
FACTORY ST.
RACE ST.
HUNTER ST.
RAIL ST.
KAY ST.
ST.
ST.
COLLEGE AVE.
KIRK AVE.
ST.
MAIN
R.3W.
R.2W.
PUTNAM
SAGA
CLEAR ST.
WARREN ST.
City Limits
CALAPOOYA
RIVER
36
31
1
6
T.13 S.
T.14 S.
HALSEY - SWEET HOME HWY.
To Halsey
HALSEY AVE
FOREST ST.
FAUST ST.
McCLURE ST.
ROOSEVELT ST.
BROWN ST.
WASHINGTON AVE.
BLAKELEY AVE.
ROOSEVELT AVE.
KISLING AVE.
SMITH ST.
WATER ST.
R.3W.
R.2W.
MAIN ST.
PINE ST.
OAK ST.
HEMLOCK ST.
To Crawfordsville

$250,000 City allotment 1950

Brownsville 12-22-49

Oiling Estimate

Kirk Avenue from Westerly edge of Factory Street to east city limits a distance of approximately 0.56 miles.

Grading, construct drainage ditches, place base rock 25' in width and O-11 Oil mat 22' in width.

Excavation	1000 cu yds	$1.50	$1500.00
Excavation trench	60 cu yds	4.00	240.00
12" Concrete pipe	700 lin ft	2.10	1470.00
Concrete Catch basins	3 ea	75.00	225.00
3"-0 in base	2850 cu yds	1.50	4275.00
3/4"-0 in base shoulders	680 cu yds	3.50	2380.00
Sprinkle	80 M gal	3.00	240.00
Preparation of base	0.56 mile	1000.00	560.00
Furnish & place aggregate	450 cu yds	6.00	2700.00
Furnish & place 150-200	55 tons	60.00	3300.00
			16,890.00
			1689.00
			600.00
			$19,179.00

O-11 Oilmat

$19,250.00

[illegible] City [illegible]

City to make all utility changes at sole cost of City

Brownsville 12-13-49

Preliminary Estimate

Kirk avenue from westerly side of Factory St. to the east city limits a distance of approximately 0.56 mile

Grade, construct drainage ditches, place added base rock 28' wide and surface with asph. conc. 3" thickness 22' in width

Excavation	1000 cu yds	$1.50	$1500.00
12" Concrete pipe	700 lin ft.	2.10	1470.00
Excavation trench	60 cu yds	4.00	240.00
Concrete Catch basins	3 ea	75.00	225.00
3"-0 crushed base	2850 cu yds	1.50	4275.00
3/4-0 crushed base shoulders	680 cu yds	3.50	2380.00
Sprinkling	80 M gal	3.00	240.00
Prep of base	0.56	1000.00	560.00
Asphaltic concrete	1320 tons	8.00	10560.00
			$21450.00
[illegible]			2145.00
[illegible]			400.00
			$23,995.00

(0-11)

Furnish crushed aggregate 450 cu yds @ 6.00 2700

Furnish & place asphalt 55 tons @ 60.00 3300

$6000

10890.00

1674

400

$18,964.00 – $19,000.00

(B-3)

790 cu yds @ 6.00 4940

75 tons @ 60.00 4500

9440

10840

20330

City to reconstruct all water lines at sole expense.

December 14, 1949

NOTED
J. W. CATTRALL

Mrs. Jessie Howe
City Recorder
Brownsville, Oregon

Dear Madam:

This is to acknowledge receipt of two copies of a Special State Tax Street Fund resolution adopted by the City of Brownsville. We are returning one copy for the city's files.

An estimate of the project is being worked up and, as soon as this estimate is completed, Mr. Ayers will contact the city in regard to the project cost.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Acting Engineer,
County and City Relations

RHP:MM
Encl.

[illegible]
Harold C. Ayers

orm cc-50
Special City Allotment

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Brownsville is an incorporated city of the State of Oregon, and has a population of 960, as given by the latest official census, and

Form cc-50

WHEREAS, the following streets of said city,

Kirk Avenue

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

Kirk Avenue

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Brownsville does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Clarence Keith as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 12 day of December, 1949.

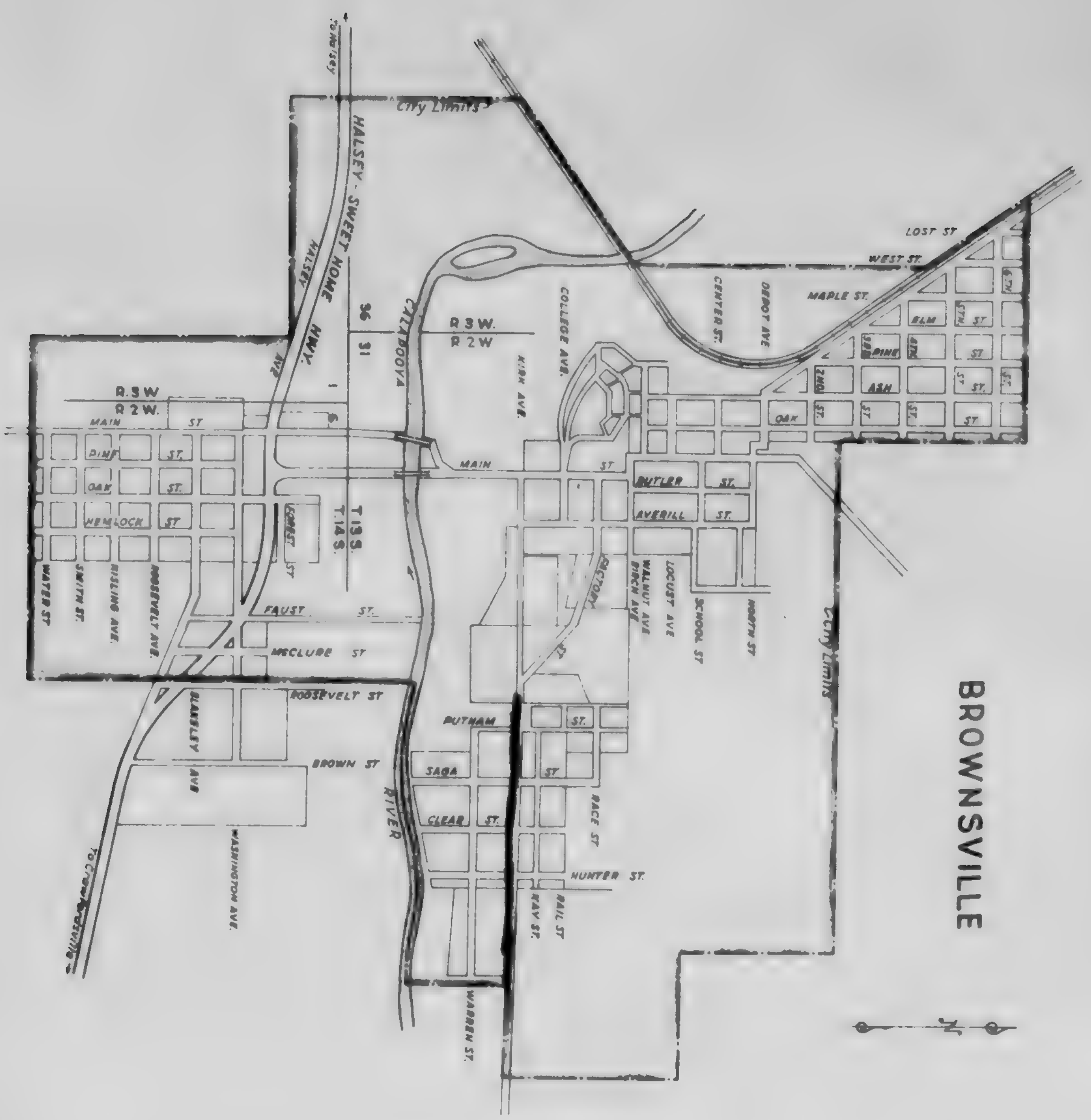
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Brownsville at a regular XXXXXXX meeting of said council, held on the 12 day of December, 1949, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 12 day of December, 1949.

Mrs. Jessie Howe
City Recorder



BROWNSVILLE

City Limits
HALSEY - SWEET HOME HWY.
R 3 W.
R 2 W.
CALAPOOYA
RIVER
T 13 S.
T 14 S.
MAIN ST.
PINE ST.
OAK ST.
HEMLOCK ST.
FOREST ST.
FAUST ST.
McCLURE ST.
ROOSEVELT ST.
BROWN ST.
PUTNAM ST.
SAGA ST.
CLEAR ST.
HUNTER ST.
WARREN ST.
WATER ST.
SMITH ST.
KIRK AVE.
COLLEGE AVE.
CENTER ST.
DEPOT AVE
LOST ST.
WEST ST.
MAPLE ST.
ELM
PINE
ASH
OAK ST.
BUTLER ST.
AVERILL ST.
WALNUT AVE
BIRCH AVE
LOCUST AVE
SCHOOL ST
NORTH ST
RACE ST
RAIL ST
WAY ST.
BLAKELY AVE
WASHINGTON AVE
ROOSEVELT AVE
City Limits
N

[illegible]

December 6, 1948

Mr. C. W. Keith
Box 114
Brownsville, Oregon

Dear Sir:

As requested in your letter, we are enclosing two copies of a resolution to be used in making application for aid under the $250,000 special City Fund for the year 1949. After the resolution has been filled out and adopted by the City Council, retain one copy for the City's files and return one signed copy to Oregon State Highway Commission, Salem, Oregon, attention Forrest Cooper, Engineer, County and City Relations.

After receipt of your applications, someone from this office will call on you and go over the proposed project with you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Forrest Cooper
Engineer, County and City Relations

JFH:MM
Encl.

NOTED
Harold C. Ayers

NOTED
JOHN W. CATTRALL

Brownsville Water System

C. W. Keith, Water Superintendent

Brownsville, Oregon

Dear Sir:

I am writing to ask of City Brownsville will [illegible] [illegible] out for bids for 1947. If so please send the necessary blanks to [illegible] out.

[illegible] in [illegible] need of work.

[illegible] the work and the [illegible] was done in 1948. [illegible] wells.

Yours Kindly

C. W. Keith [illegible] Commissioner

Box 84

Brownsville Oregon

NOTED
FORREST COOPER

RECEIVED
DEC 6 1948
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

RECEIVED
DEC 6 1948

NOTED
JOHN W. CATTRALL

12-8300 Mt. Vernon-Prairie City Rock 1950
Production Project on the John
#3332 Day Highway

July 18th, 1951

FINAL COST ANALYSIS

Mt. Vernon-Prairie City Section
Contract #3382

E. H. Itschner Co., Contractor
Claude Mahan, Resident Engineer

John Day Highway
Prefix 12-8309

3382

Description	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Mat'l. in Stockpile	2,920	Cu. Yd.	$2.60	$2.13	$6,219.60	$7,952.00
½"-¼" Cr. Mat'l. in Stockpile	2,923.3	" "	2.60	2.13	6,226.63	7,600.58
¼"-0" Cr. Mat'l. in Stockpile	1,460	" "	2.60	2.13	3,109.80	3,796.00
S.P. Haul Adj., In Favor of State	434.1	Yd. Mi.		0.10		- 43.41
Sold to State on P.O.	125	Cu. Yd.	2.00	1.57	196.25	250.00
" " " " "	2,712	" "	2.68	2.22	6,025.41	7,268.00
" " " " "	480	" "	1.50	0.90	432.00	720.00
Sold to City of John Day and Others	1,500	" "	2.25	1.875	2,813.91	3,375.00
	300	" "	2.00	1.57	471.00	600.00
	431	" "	0.90	0.70	323.25	387.90
					$25,817.85	$31,906.07

Gross Revenue	$31,949.48
Total Cost	25,817.85
Net Profit	$ 6,088.22

Net Profit Equals 19.1% of Gross Revenue

Mt. Vernon-Prairie City

Detail of Cost

Labor:

Supervision	$1,300.00	
Labor	5,762.38	
Labor Insurance	473.18	
		$7,535.56

Equipment Rentals & Miscellaneous Expense:

Equipment Rentals (Owned)	$9,130.84	
" " (Hired)	216.00	
Hired Trucks (Inc. Oper.)	3,818.90	
Gas, Oil & Grease	2,825.35	
Misc. Small Tools & Supplies	869.40	
P.L. & P.D. Insurance	96.36	
Move In, Freight & Cartage	475.30	
Lumber	73.10	
P.U.C.	128.72	
Bond	142.10	
Home Office & General Overhead	506.22	
		18,282.29
Total Cost........................		$25,817.85

Breakdown of Cost

	Cost	Quantity	Unit	Unit Cost
Move In & Set Up	$3,452.27	12,851.3	Cu. Yd.	$0.268
Load & Haul to Crusher	6,497.48	12,851.3	Cu. Yd.	0.505
Crushing	10,240.92	12,851.3	Cu. Yd.	0.796
Cost in Bunker	$20,190.67			$1.569
Hauling Rock in Hired Trucks	4,403.73	10,015	Cu. Yd.	0.439
Stockpile	1,223.45	10,015	Cu. Yd.	0.122

Crushed materials hauled an average of 4.39 miles.

Remarks:

This was a "State Project". The contract, calling for the furnishing of approximately 7,300 cu. yds. of crushed gravel in stockpiles on the Mt. Vernon-Prairie City Section of the John Day Highway, was bid and awarded July 11th, 1950. Work was started January 22nd, 1951, and the project was completed May 8th, 1951.

The contractor elected to move into a private gravel deposit instead of the state-controlled pit. The private pit is located 0.3 mile northeast of M.P. 162.54 on the John Day Highway. The royalty cost was two-thirds of the rejects from the crushing plant.

The crushing plant consisted of plate feeder, 24" x 36" jaw crusher, 3' cone crusher, 3' Traylor, 4" water pump, 3-compartment steel bunker. The plant was powered with three diesel motors and one 60 KW diesel generator unit, with conveyors and electric motors as required.

Crushing operations were started February 26th, 1951, and completed May 8th, 1951. Gravel was loaded with 1½ cu. yd. shovel and hauled with 6 cu. yd. dumptors to the plant. The elapsed working time was 416 hours and the actual crushing time 345 hours, for an average production of 37.2 cu. yd. per hour. All crushed materials were hauled to stockpiles in hired trucks.

The contractor crushed 7,303 cu. yds. of gravel on the State contract, 3,317 cu. yds. on State purchase order and private sales which brought the total up to 12,851 cu. yds. of crushed materials.

The contractor, having fair bid prices with extra sales of crushed material, realized a fair profit from this contract.

E. H. Clymer
Cost Analyst

By . . K. T. Wechter

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12959

OREGON STATE HIGHWAY COMMISSION
(date)
July 6, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3382	5-final	E. H. Itchner Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10609	R-18601	$ 576.35	7/5/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Dec. 31, 1950

Time Extensions: Extended to June 30, 1951 without penalty

Completion Date: May 8, 1951

Date Accepted: July 16, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-19-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

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1951
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[illegible]

[illegible]

June 18, 1951

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3382 for work performed on the Mt. Vernon-Prairie City Section of the John Day Highway in Grant County was completed by the contractor, E. H. Itschner Company, on May 8, 1951 but has not as yet been accepted by the Commission.

Final payment in the amount of $576.35 will be released to the contractor after acceptance by the Commission. The total contract amount is $18,945.17, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ehr

NOTED ON CARD
[illegible]-51

Noted on Card

RECEIVED
JUN 1 - 1951
FOR FILING

[illegible]

3382

June 1, 1951

Great American Indemnity Company
Wells-Reed Insurance
41[illegible] Failing Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to E. H. Itschner Company on Contract No. 3382 covering rock production on the Mt. Vernon-Prairie City Section of the John Day Highway in Grant County. This payment, in the amount of $8[illegible].92 will be made on or after June 11, 1951. The remaining percentage is $5[illegible]8.11.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

Secretary

ehr

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 12, 1951

Section Mt. Vernon - Prairie City

Kind of work Rock Production

Highway John Day

Section prefix 12 - 8309

Contractor E. H. Itschner Co.

Contract number 3382

Date of contract July 20, 1950

Date of completion December 31, 1950

Date work started January 22, 1951

Estimated date of completion May 8, 1951

Amount of contract $ 18,980

Per cent of time elapsed Expired:Extd. to June 30,1951 %

Estimated cost of completed project, exclusive of engineering $ 18,980

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1370, 7.2 %

Date project was completed May 8, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor Completed both this project and purchase order # 15961 on Tuesday of this week.

Semi-Final being sent in to the division office Friday.

This is the FINAL REPORT.

NOTED
B. A. MARTIN

Signed Claude Mahan

Address John Day, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			7300 Cy.		
Estimated quantities moved or placed to date			7300 Cy.		
Average daily quantities					
Average daily quantities necessary to complete project on time			Completed		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			11		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...1..., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers ....1...., Sheep-foot rollers ...., . . 1 Dumpster . . . 4 Trucks . . . .

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Rain		
Saturday	Cloudy		

State Printing Dept. 41608

RECEIVED
MAY 14 1951
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
5 1951
FOR FILING

12-8307

3382

February 1, 1951

[illegible]. H. Itschner Co.
Molalla
Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 23, 1951, had under discussion your request for an extension of time of 180 days, from December 31, 1950 to June 30, 1951, within which to complete your contract No. 3382 for rock production on the Mt. Vernon-Prairie City Section of the John Day Highway in Grant County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chiesey,
Division Engineer

Claude Mahan,
Resident Engineer

H. G. Smith

NOTED ON CARD

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JAN 17 1951
FOR FILING

January 15, 1951

Request for extension of time
No. 6
January 23 and 24 meeting.

Oregon State Highway Commission

Gentlemen:

Herewith is a request from [illegible] Aschner Co., Contractor, for an extension of time on Contract No. [illegible], Mt. Vernon-Prairie City Section of the John Day Highway, from December 31, 1950 to June 30, 1951.

The contractor had another project, the Hamilton Hill Section of the Kimberly-Long Creek Highway, which took him considerably longer than he originally anticipated. However, since the State will not be obligated for any additional cost if the project is completed within the time limit requested in this extension, I recommend that the extension be granted without penalty.

Very truly yours

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

hi

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AUG 15 1950
FOR FILING

12-8-50

3382

August 14, 1950

L. H. Itschner Co.
Molalla
Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3365, for resurfacing and oiling on the Hamilton Hill Section of the Kimberly-Long Creek Highway in Grant County, awarded July 11,1950.

Contract No. 3382, for rock production on the Mt. Vernon-Prairie City Section of the John Day Highway in Grant County, awarded July 20, 1950.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

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12-8309

3382

July 21, 1950

Memorandum to the Commission

Attached for your consideration and approval is the original and one copy of a ground lease from Frank Oliver, granting the State an area to be used as a rock crusher site in conjunction with the Mt. Vernon-Prairie City Rock Production Project. Bids for this job were received by the Commission July 11 and referred to the Engineer with authority to award to the low bidder when the attached document had been secured.

The lease terminates July 20, 1951, with provision that it may be extended upon payment of $50.00 per year which is the consideration in this lease. In addition the state is to remove any waste rock on the ground on completion of the occupancy or expiration of this lease.

Secretary

FAQ:md
Attach.
cc - Floyd Query

RECEIVED
1950
FOR FILING

Salem, Oregon
August 1, 1950

Mr. J. M. Devers
Chief Counsel
Office

Attention: Mr. Forrest Cooper:

Attached hereto for further handling by you, are two fully executed copies of a ground lease from Frank Oliver, granting the State an area to be used as a rock crusher site in conjunction with the Mt. Vernon-Prairie City Rock Production Project, in Grant County, Oregon.

Secretary

rn
attach: 2

FORM E-30 25M 1-50 27535

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 21, 1950

SUBJECT: Mt. Vernon-Prairie City Rock Production Project
Frank Oliver
John Day Highway

To: Mr. [illegible] Glaisyer
Secretary

OFFICE

Dear Mr. Glaisyer:

Attached hereto are two copies of a ground lease to be executed by the Highway Commission. These grant the State an area to be used for a rock crusher site in conjunction with the above project.

Bids for this project were opened at the last meeting but award was held up pending the acquisition of this lease.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Ass't. Right of Way Engineer

RLP:MA

Encl.

RECEIVED
1950
FOR FILING

12-7309

3382

July 20, 1950

E. H. Itschner Co.
Molalla, Oregon

Re: Contract No. 3382

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the Mt. Vernon-Prairie City Rock Production Project on the John Day Highway, Grant County. This award was based on your low bid of $18,900. submitted on July 11, 1950.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ws
Enc.

cc - H. G. Smith
S. H. Probert
Goldie Lewis
L. R. White (S.I.A.C.)

Gen [illegible]

SERVICE			
k the class of service desired; therwise this message will be sent as a full rate telegram			
FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE			
Check the class of service desired; otherwise this message will be sent at the full rate			
FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 20, 1950
10:40 a.m.

E. H. Itschner Co.
Molalla, Oregon

State Highway Commission awarded you today contract for Mt. Vernon-Prairie City Rock Production Project on the John Day Highway, Grant County, based on your low bid submitted July 11, 1950. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

FORM E-30 25M 5-50 40300

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1950

2

SUBJECT: Mt. Vernon-Prairie City Rock Production Project
John Day Highway

To:

Mr. W. C. Williams
Ass't. State Highway Engineer

OFFICE

Dear Mr. Williams:

A ground lease has been executed by Mr. Frank Oliver covering the crusher site on the above project.

While the matter has not, as yet, been approved by the Commission the amount involved is only $50.00 and I think it would be O. K. to award the contract.

This information was telephoned to Mr. Stiffler on this date.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Ass't. Right of Way Engineer

RLP:MA

NOTED
W. [illegible] STIFFLER

9-1116 Redmond (5th St.) Sec., The 1950
Dalles-California Hwy.
#3383

RECEIVED
FOR FILING

NOTED
W. C. WILLIAMS

May 29, 1952

Contract #3383

Grading & Paving
F. L. Somers, Contractor

FINAL COST ANALYSIS

Redmond (5th St.)

Prefix 9-1116

The Dalles-Calif. Hwy.
H. S. Cox, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing		All	4,500.00		$ 3,523.82	$ 4,500.00
Struct. Exc., Unclass	2,056.7	Cu. Yd.	3.00	10.93	22,451.40	6,170.10
Gen. Exc., Unclass	4,336.4	" "	1.00	0.96	4,170.65	4,336.40
Spec. Borrow Exc., Unclass	8,289	" "	0.80	0.72	5,960.64	6,631.20
Exc. & Placing Top-soil	1,051	Cu. Yd.	2.00	1.40	1,474.32	2,102.00
Fin. R/P & Other Areas		All	1,000.00		1,290.54	1,000.00
18" Corr. Metal Pipe	77	Lin. Ft.	3.00	4.78	368.43	231.00
**Conc. Pipe, 18"	48	" "	1.75	1.19	58.26	84.00
**12" Conc. Siphon Pipe	142	" "	2.25	1.45	210.01	319.50
** 8" Conc. Sewer P., T & G Joints	712	" "	0.95	0.65	473.05	676.40
**12" Conc. Sewer Pipe T & G Joints	1,799	" "	1.40	0.89	1,596.43	2,518.60
**18" Conc. Sewer Pipe T & G Joints	4,161	" "	2.80	1.68	7,002.96	11,650.80
*Concrete End Basins	6.34	Cu. Yds.	60.00	50.00	317.00	380.40
*Type "B" Manholes	7	Each	185.00	185.00	1,295.00	1,295.00
*Concrete Catch Basin	30	"	65.00	65.00	1,950.00	1,950.00
*Concrete Lampholes	8	"	165.00	165.00	1,320.00	1,320.00
*Concrete Islands	83.05	Cu. Yds.	42.00	42.00	3,488.10	3,488.10
1" Electrical Conduct	40	Lin. Ft.	0.60	0.58	23.05	24.00
2"-0 Cinders In Base	10,195	Cu. Yds.	1.40	1.52	15,460.35	14,273.00
3/4"-0 Cinders In Base & Shoulders	2,249	" "	1.60	1.85	4,160.65	3,598.40
Sprinkling	954.41	M/Gals.	2.00	2.16	2,064.36	1,908.82

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-0 Cinders in Binder	140	Cu. Yds.	$ 3.00	$ 2.40	$ 336.00	$ 420.00
Furn. & Place RC-3 Asph. in Binder	20.55	Tons	42.00	42.10	865.15	863.10
***Furn. & Place Class "B" Asph. Conc.	4,192.615	"	7.00	9.97	41,371.96	29,348.31
Furn. & Place Emuls. Asph. in Seal Coat	40.734	Tons	45.00	43.55	1,773.97	1,833.03
Agg. in Seal Coat	225	Cu. Yds.	3.00	3.18	715.31	675.00
3/4"-1/4" Cr. Cinders in S.P.	1,925.1	" "	1.50	1.36	2,618.14	2,887.65
1/2"-1/4" Cr. Cinders in S.P.	1,924.4	" "	1.50	1.36	2,617.18	2,886.60
1/4"-0 Cr. Cinders in S.P.	1,016.2	" "	1.50	1.36	1,382.03	1,524.30
P.A. #1, Salv. 18" Corr. Metal Pipe	135	Lin. Ft.	1.00	1.00	135.00	135.00
*P.A. #2, Type "B" Manholes	2	Each	185.00	185.00	370.00	370.00
*P.A. #3, Conc. Curbs & Gutters	228.75	Cu. Yds.	46.00	42.85	9,799.65	10,522.50
*P.A. #3, 3/4"x18" Dowel Bars in Gutters	286	Each	0.40	0.35	100.10	114.40
*P.A. #4, Conc. Curbs & Gutters	169.83	Cu. Yds.	42.00	41.72	7,084.97	7,132.86
*P.A. #4, 3/4"x18" Dowel Bars in Gutters	210	Each	0.40	0.35	73.50	84.00
P.A. #5, 2" Irrigation Pipe	819	Lin. Ft.	1.48	1.12	917.99	1,212.12
P.A. #5, 2" Gate Valves #100 NRS	4	Each	25.80	21.13	84.53	103.20
P.A. #5, 2" Pipe Tees	3	Lin. Ft.	5.40	4.15	12.45	16.20
P.A. #5, Pipe Caps	5	Each	1.98	1.26	6.34	9.90
P.A. #5, 2"x6" Pipe Nipples	5	"	4.56	2.13	10.63	22.80
P.A. #6, Furn. & Install ½" Pipe	45	Lin. Ft.	1.00	0.37	16.63	45.00
P.A. #7, Pur. of 36" Cast Iron P.	50	" "	7.8672	7.8672	393.36	393.36
P.A. #7, Pur. of 36"x12" Pipe Bands	2	Each	8.00	8.00	16.00	16.00
**P.A. #8, Install 18" Conc. Sewer Pipe	207	Lin. Ft.	2.80	1.68	347.76	579.60

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
P.A. #8, Struct. Exc., Unclass.	24.5	Cu. Yds.	$ 3.00	$ 10.93	$ 267.79	$ 73.50
P.A. #9, Trench Exc., Uncl.	49.7	" "	2.00	1.45	72.30	99.40
P.A. #10, Prep. of Base	1.33	Miles	750.00	593.21	788.97	997.50
P.A. #11, Add. 86-100 Asph.	178.64	Tons	36.60			6,538.22
P.A. #12, Extra for Move In & Set Up	All					1,307.40
P.A. #13, Overbreak in Struc. Exc.	308.5	Cu. Yds.	4.00			1,234.00
P.A. #13, Extra for Struct. Exc.	2056.7	" "	1.00			2,056.70
P.A. #14, Fur. of Surplus Agg.	825.8	" "	1.25	1.22	1,007.48	1,032.25
Force Account					264.34	271.70
					$152,620.91	$143,263.32

Total Cost $152,620.91

Gross Revenue 143,263.32

Net Loss $ 9,357.59

Net Loss Equals 6.5% of Gross Revenue

* Work done by H. A. Starr
** Work done by Miller Lumber Co.
*** Work done by D & H Paving Co.

Note: The cost on P.A. #11 and P.A. #12 has been included in furnishing and placing Class "E" asphaltic concrete.

Note: The cost on P.A. #13, **has been included in Structural Exc., Unclass.

Redmond (5th St.)
Contract #3383

F. L. Somers
Detail of Cost

Labor:

Labor & Supervision	$34,004.84	
Labor Insurance	2,476.70	
		$36,481.54

Materials:

1" Elect. Conduit	40'	at	$0.20 Per Ft.	8.00
RC 3 Asphalt	20.55 Ton	"	24.50	503.48
Freight on RC-3 Asph.	20.55 "	"	5.80	119.19
Emuls. Asphalt	40.734 "	"	25.92	1,055.67
Freight on Emuls. Asph.	40.734 "	"	5.80	236.26
2" Irrigation Pipe	819'	"	0.54 Per Ft.	442.26
2" Gate Valves, 100# NRS	4 Ea.	"	6.60	26.40
2" Pipe Tees	3 "	"	1.15	3.45
Pipe Caps	5 "	"	0.24	1.40
2"x6" Pipe Nipples	5 "	"	0.74	3.70
½" Water Pipe	45'	"	0.14 per ft.	6.30
36" Cast Iron Pipe	50'	"	7.8672 " "	393.36
36"x12" Cast Iron Pipe	2 Ea.	"	8.00	16.00
18" Corr. Metal Pipe	77'	"	2.87 " "	221.00
18" Corr. Metal Bands	4 Ea.	"	4.15	16.60
				3,053.07

Equipment Rentals & Misc. Expense:

Equipment Rentals (Owned)	$29,995.05	
Equipment Rentals (Hired)	379.00	
Gas, Oil & Grease	6,824.83	
Explosives & Caps	2,941.07	
P.U.C. Fees	211.16	
P.L. & P.D. Ins.	948.65	
Small Tools & Misc. Supplies	745.20	
Lumber	1,950.00	
Move In Freight & Cartage	842.48	
Bond	1,152.98	
Home Office & General Overhead	2,079.95	
		48,070.37

Redmond (5th St.)
F. L. Somers

Detail of Cost (Cont'd.)

Paid to H. A. Starr, Subcontractor:

Concrete End Basin	6.34	Cu. Yd.	at	50.00	$ 317.00	
Type "B" Manholes	9	Ea.	"	185.00	1,665.00	
Conc. Catch Basin	30	Ea.	"	65.00	1,950.00	
Conc. Lampholes	8	Ea.	"	165.00	1,320.00	
Conc. Islands	83.05	Cu. Yd.	"	42.00	3,488.10	
Conc. Curb & Gutters	228.75	Cu. Yds.	"	42.00	9,607.50	
3/4"x18" Dowell Bars in Gutters	496	Ea.	"	.35	173.60	
Conc. Curbs & Gutters	169.83	Cu. Yds.	"	40.30	6,846.05	
						$ 25,367.25

Paid to Miller Lumber Co. (Note) These prices inc. cost of pipe & installing:

18" Concrete Pipe	43	Lin.Ft.	"	1.19	$ 53.26	
12" " Siphon P.	142	" "	"	1.45	210.01	
8" " T. & G. Joints	712	" "	"	0.65	472.05	
12" " Sewer Pipe T. & G. Joints	1799	" "	"	0.89	1,596.43	
18" " Sewer Pipe T. & G. Joints	4368	" "	"	1.68	7,350.72	
						9,682.47

Paid to Asphalt Paving Co.

Placing RC-3 Asph. & Emuls. Asph.	61,284	Tons	at	10.00	612.90	
						612.90

Paid to D & H Paving Co.-Subcontractor:

Class "B" Asph. Conc.	4192.615	Tons	at	7.00	29,348.31	
						29,348.31

Total Cost $152,620.91

Redmond (5th St.)
F. L. Somers, Contractor
Contract #3383

Breakdown Cost of Crushed Cinders

	Quantity	Unit	Cost	Unit Cost
Move In & Set Up	18,501	Cu. Yds.	$ 4,309.66	$0.233
Load & Haul To Crusher	18,501	" "	5,707.77	0.308
Crush	18,501	" "	12,594.43	0.68
Haul To Stockpile & Stockpiling	18,501	" "	2,613.67	0.141
Total	18,501	Cu. Yds.	$25,225.53	$1.36

Paving

Redmond (5th St.)

D & H Paving Co., Subcontractor
H. S. Cox, Resident Engineer

Contract #3383
Prefix 9-1116

Item		Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Class "B"	Asphaltic Conc.	4,192.6	Tons	$ 7.00	$9.987	$41,871.96	$29,348.20
P.A. #11	Additional 86-100	178.64	"	36.60			6,538.22
P.A. #12	Extra for Moving & Set Up		All				1,307.40
						$41,871.96	$37,193.82

Total Cost	$41,871.96
Total Gross Revenue	37,193.82
Net Loss	4,678.14

Net Loss Equals 12.6% of Gross Revenue

Redmond (5th St.)
D & H Paving Company

Detail of Cost

Labor:			
Supervision		$1,046.33	
Labor		9,638.39	
Labor Insurance		683.81	
			$11,368.53
Materials:			
Asphalt 85-100	514.05 Ton at $20.00	10,291.00	
Freight on Asphalt	514.05 " " 6.20	3,187.11	
Aggregate (Per Ton of Mix)	4,193 " " 1.35	5,660.55	
			19,138.66
Equipment Rental, Supplies and Miscellaneous:			
Equipment Rental (Owned)		6,698.55	
" " (Hired)		332.00	
Gas, Oil & Grease		1,622.05	
Fuel Oil		612.34	
Diesel Oil		178.03	
Small Tools & Misc. Supplies		594.42	
Bond		138.00	
P.U.C.		56.45	
P.L. & P.D. Insurance		78.50	
Home Office & General Overhead		1,054.43	
			11,364.77
Total Cost			$41,871.96

Redmond (5th St.)
D & H Paving Company

Breakdown of Class "B" Asphalt Paving Costs

	Cost	Tons	Unit Cost
Move In & Set Up	$ 4,793.11	4,192.6	$1.143
Feed Aggregate Into Dryer	1,503.71	"	0.358
Mixing Plant Operation	7,581.12	"	1.809
Haul to Street	4,230.82	"	1.009
Street Work	4,624.54	"	1.103
Cost of Aggregate	5,660.55	"	1.35
Asphalt Including Freight	13,478.11	"	3.215
Total	$41,871.96	4,192.6	$9.987

A 2,000-pound per batch Cedar Rapids paving plant operated 16.5 hours to produce 4,192.6 tons, an average of 25.3 tons per hour.

Redmond (5th Street)
Contract #3383

Remarks:

This was a "State Project" calling for the construction of 1.07 miles of highway road-bed, construction of rock base & shoulders using approximately 12,600 cubic yards of crushed cinders, construction of concrete curb, curb and gutters, catch basin, manholes, sewer, drainage structures and approximately 5,500 tons of class "B" asphaltic concrete payment. This contract was bid and awarded July 11, 1950, work was started August 29, 1950, and the contract was completed July 14, 1951.

Structural excavation ran about 85% solid lava rock, due to buildings in immediate proximity, timber mats were required to keep fragraments of rock from damaging buildings. The rock had to be taken out in small lifts, being unable to load the holes heavy enough the rock broke in large pieces causing lots of redrilling and shooting. Having a low bid price on this item and with the method required in taking out the rock this item shows a large loss.

On December 6, 1950, the contractor moved in a three crusher plant into cinder deposite located 0.4 mile westerly from M. P. 2.3 on the Redmond-Bend Secondary Highway. The crushing plant started operating December 14, 1950. Then due to motor break down and snow the plant was down until March 23, 1951. Larger material was found in the pit than they had anticipated, this with weather conditions slowed down production increasing the cost of crushed cinders. The plant operated 326.5 hour for an average production of 56.6 cubic yards per hour.

The paving was done by the D-H Paving Company, subcontractors, who started moving in and setting up a 2,000 pound per Batch Cedar Rapids paving plant May 9, 1951. Paving was started May 22, and finished June 22, 1951.

Crushed cinder aggregate was used, which slowed up production only 25.3 tons were produced per operating hour, and the plant will produce from 60 to 75 tons per hour with crushed rock or gravel aggregate. The low production was due to the light weight aggregate, improper sizing of the aggregate, many changes in setting of plant mix, both on size of aggregate and the quantity of asphalt, and to delays in street work, as the asphaltic concrete pavement was required to cool 24 hours before it could be rolled.

Having low bid prices on structural excavation and Class "B" asphalt this project shows a loss.

E. H. Clymer
Cost Analyst

By . . . K. T. Wechter

RECEIVED
FOR FILING

Mrs Lewis

April 16, 1952

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

On November 1, 1951, the City of Redmond advised us that Mr. Somers owed them $150.85 for material furnished on State Highway Contract No. 3323 for work on the Fifth Street Section in Redmond. Today we have a letter from the City of Redmond in which they write as follows:

". . . Am pleased to be able to advise that Mr. Somers has paid his account to the City of Redmond."

This information is provided as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:smd
cc - Mr. Warner M. Bruce
1411 Fourth Avenue Bldg.
Seattle, Washington

Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Mr. F. L. Somers
P. O. Box 938
Klamath Falls, Oregon

NOTED ON CARD
4-16-52 g

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FOR FILING

[illegible]

3383

Mr Lewis

April 16, 1952

Evaline Riebhoff
City Recorder
City Hall
Redmond, Oregon

Contract 3383

Dear Madam:

Thank you for your letter of April 14 in which it is stated that Mr. Somers has paid his account to the City of Redmond.

We will advise the surety and the contractor that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

[illegible]

CITY OF REDMOND
DESCHUTES COUNTY, OREGON

REDMOND, OREGON

April 14, 1952.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

Thank you for Mr. Glaisyer's letter of the 11th in regard to the Somers contract or account on Fifth Street.

Am pleased to be able to advise that Mr. Somers has paid his account to the City of Redmond.

Very truly yours,

Evaline Riebhoff
Evaline Riebhoff
Recorder.

BY SECRETARY

4-15-52 g(

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FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 11, 1952

~~(CONTRACT NO.)~~	(EST. NO.)	(CONTRACTOR)
3383	12-final	F. L. Somers

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5925	R-38254	$ 17,068.99	4/10/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: June 30, 1951

Time Extensions: Extended to July 15, 1951 without penalty

Completion Date: July 12, 1951

Date Accepted: Oct. 11, 1951

Penalties: None of record

Claims: None outstanding of record

Remarks:

Date: 4-23-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: APR [illegible] 1952

RECEIVED
APR 14 1952
FOR FILING

April 11, 1952

Evaline Riebhoff
City Recorder
Redmond, Oregon

Dear Madam:

The State Highway Commission is ready to release final payment to F. L. Somers for work performed in connection with contract No. 3383, covering the Redmond (5th Street) Section on The Dalles-California Highway, Deschutes County.

Our records show a claim filed by the City of Redmond, under date of November 1, 1951, against Mr. Somers for work and materials furnished to him during the improvement of Fifth Street.

Please notify this office regarding the status of this claim as we want to release final payment to the contractor as soon as possible.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
4-11-51

RECEIVED
MAR 25 1952
FOR FILING

March 25, 1952

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

This is to advise that a REVISED final payment will be released to F. L. Somers for work performed in connection with contract No. 3383, the Redmond (5th Street) Section of The Dalles-California Highway, on or after April 4, 1952.

The amount of the revised final payment is $17,068.99. The revised total contract amount is $143,263.32, of which $271.70 is for force account items.

There is a claim filed against this project for material furnished by the City of Redmond in the amount of $150.85, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

[illegible]
~~Recorded~~ 3-25-52

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NOV 21 1951
FOR FILING

3373

mrs Lewis

November 14, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a statement of claim from the City of Redmond stating that Mr. F. L. Somers owes the City $150.85 for materials furnished to him for grading and paving the Redmond (Fifth Street) Section of The Dalles-California Highway in Deschutes County, State Highway Contract No. 3373.

This information is provided as your Company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAW:md

cc - Mr. Warner A. Druce
1411 Fourth Avenue Building
Seattle, Washington

Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Mr. F. L. Somers
P. O. Box 938
Klamath Falls, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

Mrs Lewis

November 14, 1951

Evaline Riebhoff
City Recorder
Redmond, Oregon

Dear Madam:

A copy of your letter of November 1, addressed to Mr. F. L. Somers concerning $150.85 owed to the City of Redmond, has been referred to this office.

The Redmond (Fifth Street)Project on The Dalles-California Highway is known as State Highway Contract No. 3383. It was completed July 12, 1951, and accepted by the Commission October 11, 1951.

As you probably know, each contractor holding a State Highway Contract is required to furnish a performance bond which bond not only assures satisfactory completion of the work but also payment of bills incurred in connection with the contract. The surety in this instance is Continental Casualty Company and their agent is Durham and Bates, 901 S.W. Washington, Portland 5.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing, we have included excerpts from the Oregon Law outlining the necessary procedure.

Your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

FAQ:md
Attach.

FORM E-90 25M 6-51 49713

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 13th, 1951

SUBJECT:

REFERRED TO
Glaisyer
By Asst. Chief Engineer

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

Herewith copy of correspondence from the City of Redmond with F. L. Somers with the regard to the amount due for material furnished on the Fifth Street Project. I presume the Recorder is sending this copy to us so that it will be entered on our records as a claim against the contractor, although she does not say so.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

NOTED
W. C. WILLIAMS

[illegible]

FORM E-30X 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Redmond, Oregon
November 5, 1951

SUBJECT: Bill from City of Redmond

To:

Mr. Wm. E. Chandler
Division Engineer
Oregon State Highway Commission
Bend, Oregon

Dear Sir:

Herewith is a bill from Ci[illegible]f Redmond to F. L. Somers in connection with the Fifth Street construction. This should have been directed to the Salem office, I, believe. However, since it was sent to this office I am forwarding it on to you.

Very truly yours,

E. E. Johnston
District Maintenance Superintendent

EEJ:rh
Enclosure

292

CITY OF REDMOND
REDMOND, OREGON

Sold to F. L. Somers,
Klamath Falls, Oregon.

Redmond, Ore. Nov. 1, 1951

Quanity	Description	Unit price	Amount
	Balance due Fifth Street		
	Improvements		$ 150.85

Work for Others: Water ______ General ______

(COPY)

CITY OF REDMOND
DESCHUTES COUNTY, OREGON

REDMOND, OREGON

November 1, 1951.

F. L. Somers,
General Contractor,
Box 938,
Klamath Falls,
Oregon.

Dear Sir:

This advises that there is a balance on your account with the City of Redmond of $150.85 and is for work and materials furnished you during the improvement of Fifth Street.

We have your statement in the amount of $78.66 which amount will be mailed you upon receipt of the $150.85, the amount of balance due the City of Redmond.

Kindly let us hear from you.

Very truly yours,

Evaline Hiebhoff
Recorder.

cc to
State Highway Dept.

CITY OF REDMOND
DESCHUTES COUNTY, OREGON

REDMOND, OREGON

November 1, 1951.

State Highway Dept.,
Redmond,
Oregon.

Gentlemen:

Attention Mr. E. E. Johnston.

Enclosed is herewith statement of the amount due from F. L. Somers, Contractor on the Fifth Street Improvement which was to have been paid some time ago.

Also you will find copy of a letter written this day to Mr. Somers, which no doubt will explain its self.

Very truly yours,

Evaline Riebhoff

Evaline Riebhoff
Recorder.

RECEIVED
FOR FILING

October 25, 1951

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3383 for grading and paving on the Redmond (5th Street) Section of The Dalles-California Highway in Deschutes County was completed by the contractor, F.L. Somers, on July 12 and was formally accepted by the Highway Commission on October 11, 1951.

Final payment in the amount of $3,902.92 will be made to the contractor on or after November 5, 1951. The total contract amount is $130,097.25, of which amount $271.70 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Noted on
Card
GL

RECEIVED
NOV [illegible]
FOR FILING

[illegible]

3383

October 24, 1951

Mr. F. L. [illegible]
P. O. Box 938
Klamath Falls
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on October 11, 1951, had under discussion your request for an extension of time of 15 days, from June 30 to July 15, 1951, within which to complete your contract No. 3383 for grading and paving on the Redmond (5th Street) Section of the The Dalles-California Highway in Deschutes County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

gl

cc: Wm. L. Chandler,
Division Engineer

H. [illegible] Cox,
Resident Engineer

[illegible] G. Smith,
Construction Engineer

NOTED ON CARD

[illegible]

RECEIVED
OCT [illegible] 1951
FOR FILING

3383

October 1, 1951

Request for extension of time
No. 12
October 11 and 12 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from F. L. Somers for an extension of time on Contract No. 3383, Redmond (5th Street) Section of The Dalles-California Highway, from June 30, 1951 to July 14, 1951.

This project involved an asphaltic concrete paving, using cinders, and was the first contract of this type attempted by the State. There were numerous changes in the plans and specifications during the progress of the work, and the contractor was necessarily held up at times because of these changes.

The overrun cannot be attributed to negligence on the contractor's part, and I would therefore recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

lg

cc Mr. W. C. Williams
Mr. H. G. Smith

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1951
FOR FILING

ORECON STATE HIGHWAY COMMISSION
(date)
Sep. 12, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3383	11-S F	F. L. Somers	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15291	R-23640	$ 8,003.29	Sep. 11, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Sep. 30, 1951

Time Extensions: None required

Completion Date: July 17, 1951

Date Accepted: Aug. 20, 1951

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 9-13-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

NOTED ON CARD

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 14 1951
A. A. Wicklander

RECEIVED

FOR FIL

7-1116

3383

August 30, 1951

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to F. L. Somers on contract No. 3383, for grading and paving on the Redmond (5th Street) Section of The Dalles-California Highway in Deschutes County. This payment, in the amount of $8,003.29, will be made on or after September 10, 1951. The retained percentage is $3,902.92.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

ORBGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

9-1116

3383

Form E-1—5M—7-40

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 14, 1951, 19

Section	City of Redmond 5th Street	Kind of work	Grading & Paving
Highway	The Dalles - California	Section prefix	9-1116
Contractor	F.L.Somers	Contract number	3383
Date of contract	July 21, 1950, 19	Date of completion	June 30, 1951, 19
Date work started	Aug. 29, 1950, 19	Estimated date of completion	July 12, 1951, 19
Amount of contract	$ 133,730.00	Per cent of time elapsed	104 %

Estimated cost of completed project, exclusive of engineering $125,730.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $9700.00, 111 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has completed this job satisfactorily. Semi-final will be submitted as soon as possible. This office still awaits some oil invoices both on 86-100 and Rs-1 emulsion. Contractor has been notified of same.

State force Order has been submitted for completion of irrigation system in island areas.

NOTED
H. G. SMITH

NOTED
H. W. LIBBY

RECEIVED
JUL 16 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. BOOTH

Signed

Address 1290 Wall Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....
Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 33571

RECEIVED
1951
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 12, 1951

2214

SUBJECT: Assignment No. 2214

To: Mr. W. C. Williams
OFFICE

Attached please find City of Redmond Ordinance No. 245 dated May 22, 1951. This ordinance covers the additional "no parking" restrictions as set forth in your Assignment No. 2214.

This completes Assignment No. 2214.

NOTED
W. C. WILLIAMS

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

ASSIGNMENT

October 6, 1950

No. 2214

By

Description: J. Al Head's letter of Sept. 22 (map attached) re parking restrictions, Redmond - one-way streets

Acknowledged by _____ Referred to __Cottrell ✓_______

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature
____

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 6-12-51 n.e Report received ________

Remarks: Contact city and recommend adoption of ordinance.
WCW

ORDINANCE NO. 245

An Ordinance prohibiting the parking of vehicles on certain streets in the City of Redmond, Oregon.

BE IT ORDAINED by the Common Council of the City of Redmond:

SECTION I: It shall be unlawful for any person to park or leave standing any vehicle, on H Street between 5th and 6th Streets.

SECTION II: It shall be unlawful for any person to park or leave standing any vehicle, on Canal Boulevard between the north line of H Street and the intersection of 6th Street.

SECTION III: It shall be unlawful for any person to park or leave standing any vehicle, on the east side of 6th Street from the south line of H Street to Canal Boulevard.

SECTION IV: It shall be unlawful for any person to park or leave standing any vehicle for more than one hour, between the hours of 2:00 A.M. and 8:00 A.M., on 5th Street between H and A Streets; on 6th Street between H and A Streets; on 7th Street between H and A Streets; and on E Street between 3rd and 8th Streets.

SECTION V: In order to facilitate the proper cleaning of and removing of snow from all of the streets of the City of Redmond, those persons conducting said cleaning or snow removal are hereby authorized to move parked cars on said street a reasonable distance, if such moving is necessary for efficient cleaning or snow removal of said streets.

SECTION VI: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Passed by the Common Council of the City of Redmond this 22nd day of May, 1951.

Approved by the Mayor this 22nd day of May, 1951.

Marion E. Taylor
Mayor

ATTEST:

Evaline Riebhoff
Recorder

RECEIVED
JUN 11 1951

RECEIVED
FOR FILING
FORM E-30 25M 8-50 80300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 22, 1950

SUBJECT: Parking Restrictions
Redmond - One-Way Streets

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

To: Mr. W. C. Williams

In reviewing the agreement between the City and State, setting up one-way street grid in Redmond, it is found that parking restrictions are not covered. At the time of its preparation the plans had undoubtedly not progressed to the point where it was definitely known what restrictions were desirable. However, a review of the plans indicates that certain restrictions are desirable and are shown on the attached sheet of the construction plan. The No Parking restrictions deemed advisable are:

1. On both sides of "H" Street between 5th and 6th Streets.
2. On the west side of 5th Street between Station 79+34 to "H" Street.
3. On the east side of 6th Street between "H" Street and the connecting street between 5th and 6th Street.
4. On the westerly side of the 5th Street connection to 6th Street between "H" Street and 6th Street.

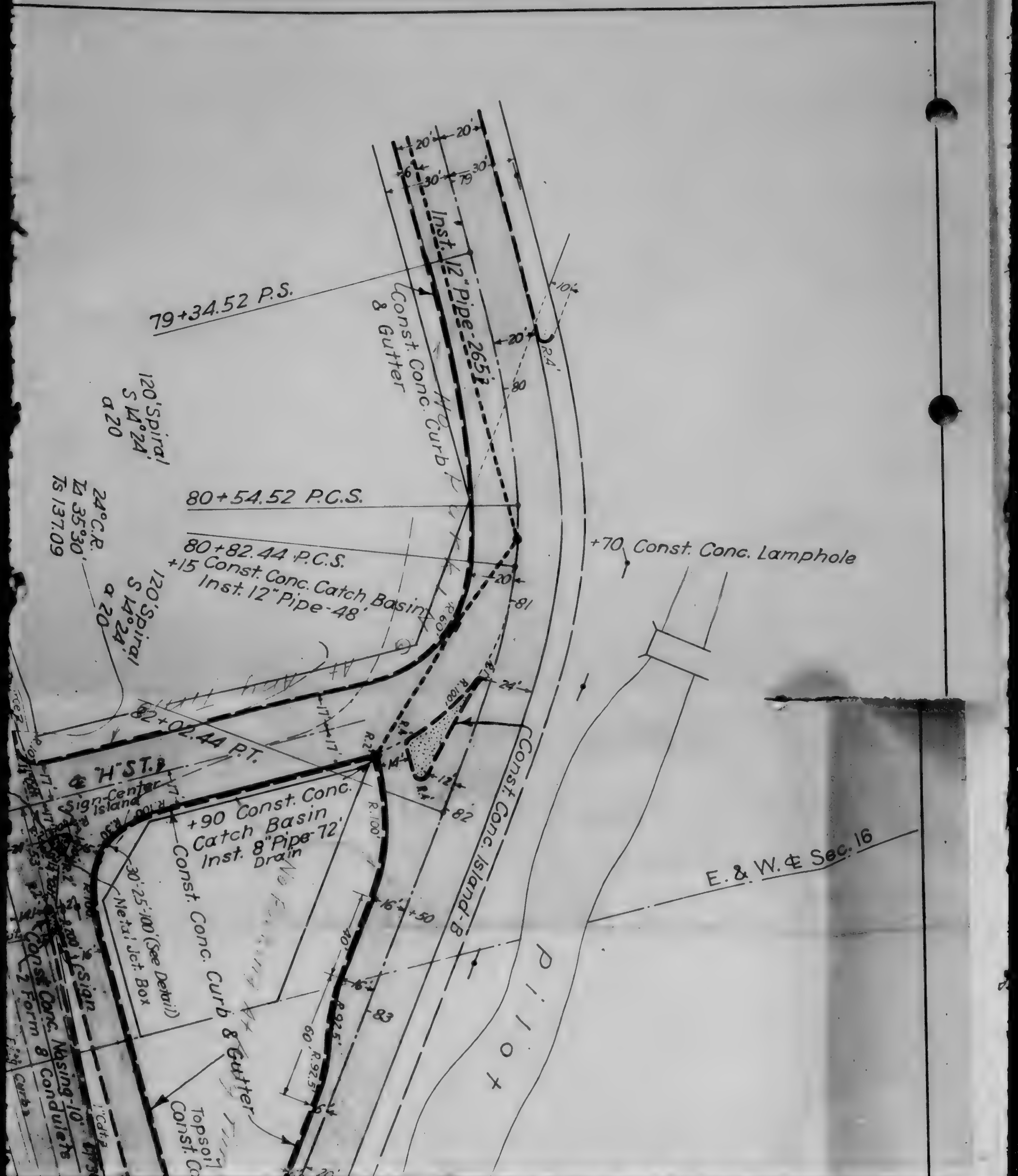
NOTED
W. C. WILLIAMS

It is suggested that if you concur in these recommendations that the City be contacted and be requested to pass the necessary ordinances covering these restrictions. I might state also that at the northerly terminus of the one-way street grid in Redmond there is need for certain parking restrictions, but inasmuch as these are outside of the corporate limits of the City of Redmond, it was felt that Mr. Widdows could implement them at the time the grid is opened by merely painting and signing without benefit of formal action.

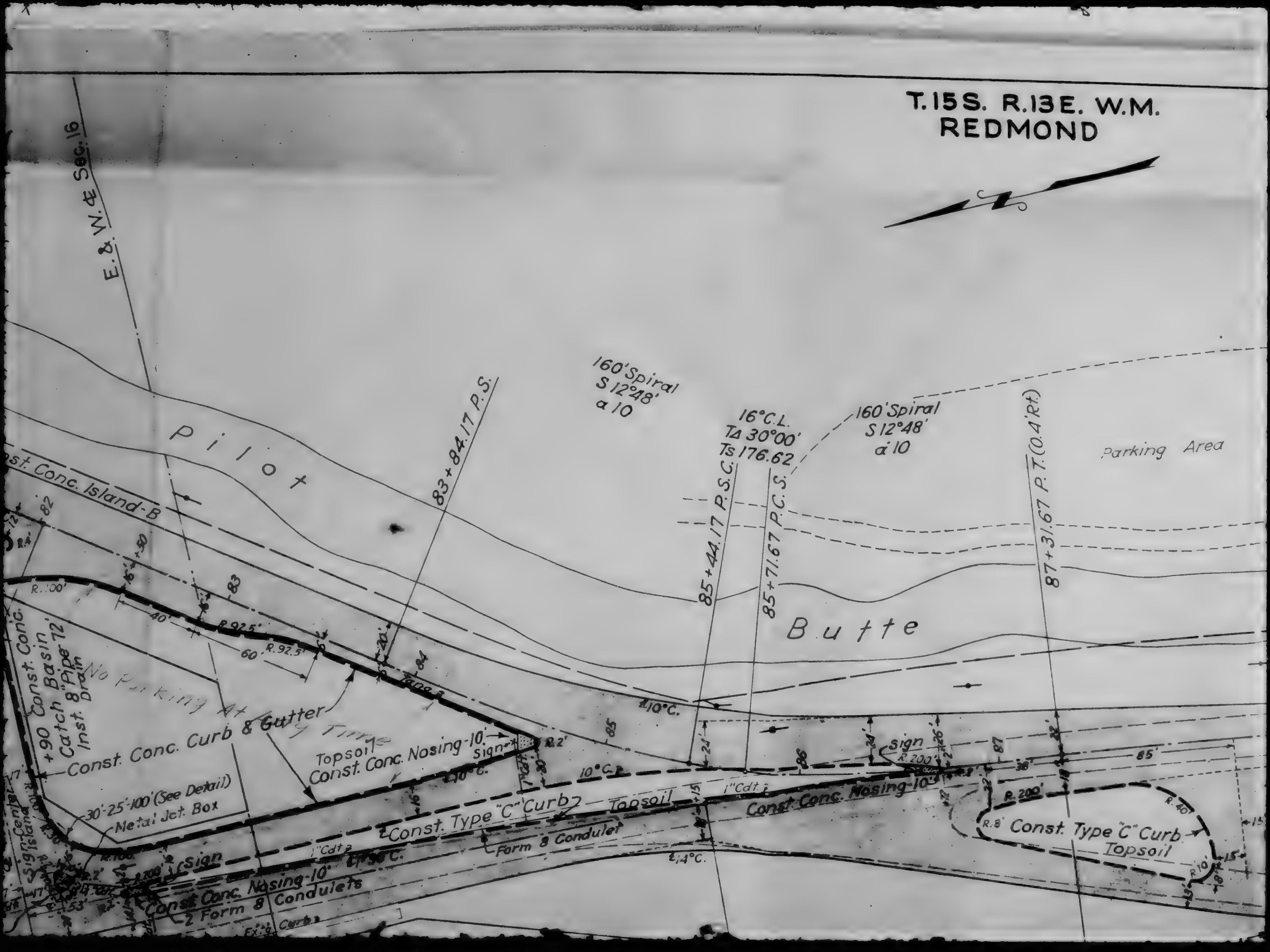
J. Al. Head
J. Al. Head
Assistant Traffic Engineer

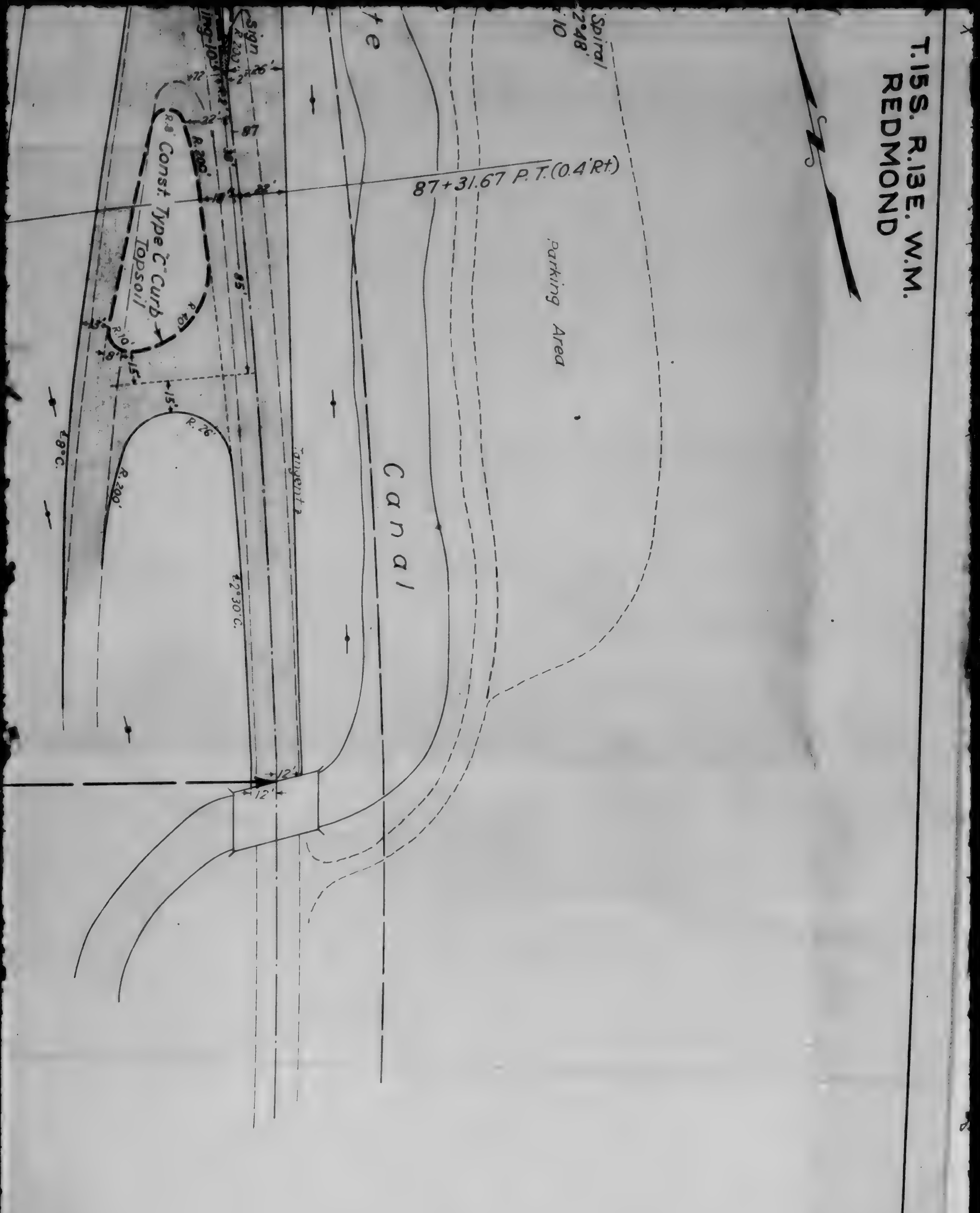
JAH:bv
Attachment
cc: W. O. Widdows
Val Johnson

		BY	DATE
FINAL SURVEY	SURVEYED		
	PLOTTED		
NOTE BOOK	TEMPLATE		
	AREAS		
NO.	AREAS CHECKED		



20'
20'
6'
30'
79
30'
Inst. 12" Pipe-265'
79+34.52 P.S.
Const. Conc. Curb & Gutter
10'
20'
R.4'
80
120' Spiral S 14°24' a 20
24° C.R.
Δ 35°30'
Ts 137.09
80+54.52 P.C.S.
80+82.44 P.C.S.
+15 Const. Conc. Catch Basin
Inst. 12" Pipe-48'
120' Spiral S 14°24' a 20
+70 Const. Conc. Lamphole
20'
81
R.60'
R.100'
24'
82+02.44 P.T.
17'
17'
R.2'
14'
12'
℄ "H" ST.
Sign-Center Island
+90 Const. Conc. Catch Basin
Inst. 8" Pipe-72' Drain
R.100'
82
Const. Conc. Island-B
E. & W. ℄ Sec. 16
30'-25'-100' (See Detail)
Metal Jct. Box
Const. Conc. Curb & Gutter
16'
+50
40'
16'
83
R.92.5'
60'
R.92.5'
Pilot
Const. Conc. Nosing-10'
2 Form 8 Conduits
Sign
Topsoil
Const. Co
20'

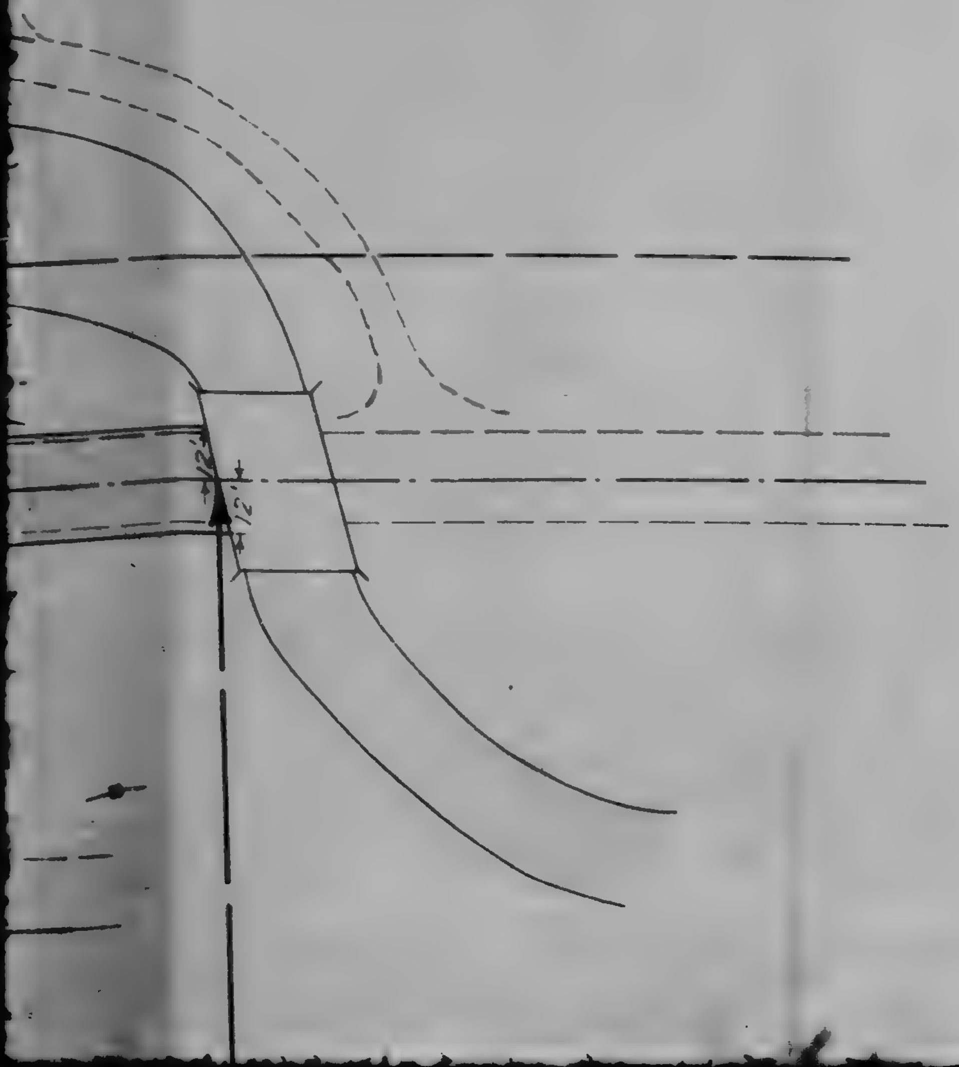

T.15S. R.13E. W.M.
REDMOND
E. & W. ℄ Sec. 16
Pilot
Butte
Parking Area
83+84.17 P.S.
160' Spiral
S 12°48'
a 10
16°C.L.
TΔ 30°00'
Ts 176.62
85+44.17 P.S.C.
85+71.67 P.C.S.
160' Spiral
S 12°48'
a 10
87+31.67 P.T. (0.4' Rt.)
st. Conc. Island-B
+90 Const. Conc.
Catch Basin
Inst. 8" Pipe 72'
Drain
No Parking At Any Time
Const. Conc. Curb & Gutter
Topsoil
Const. Conc. Nosing-10'
Sign
30'-25'-100' (See Detail)
Metal Jct. Box
Sign-Central Island
R.100'
R.92.5'
40'
60
82
83
84
85
86
87
+50
20'
24'
26'
30'
10°C.
1" Cdt.
Const. Type "C" Curb
Topsoil
Const. Conc. Nosing-10'
Form 8 Condulet
Sign
R.200'
℄ 4°C.
Const. Conc. Nosing-10'
2 Form 8 Condulets
Ex'g Curb
R.8'
R.200'
Const. Type "C" Curb
Topsoil
R.40'
R.10'
85'
15
38'

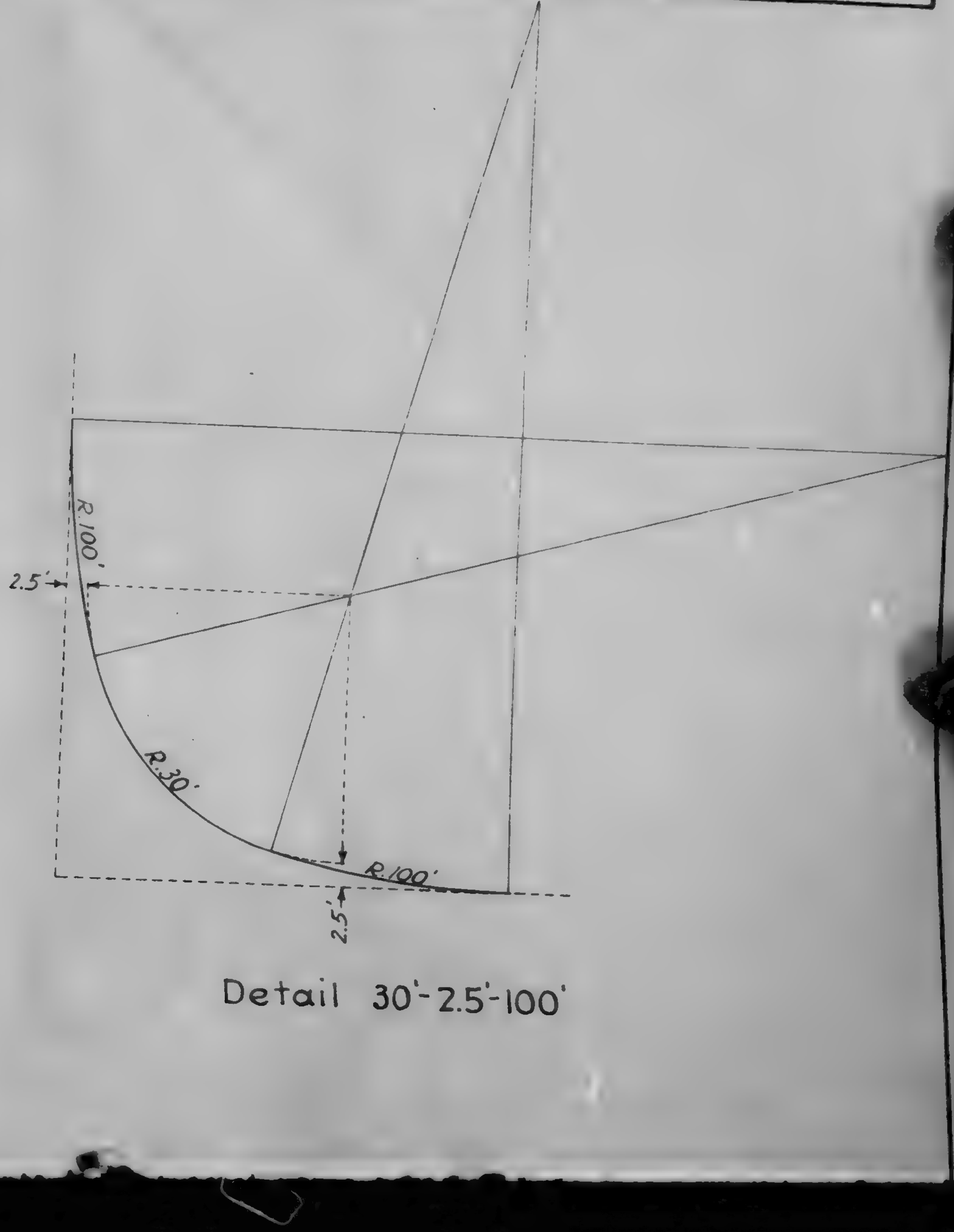

T.15S. R.13E. W.M.
REDMOND
87+31.67 P.T.(0.4'Rt.)
Spiral
2°48'
10
Parking Area
Canal
Const. Type "C" Curb
Topsoil
sign
R.200'
R.26'
R.10'
R.8'
R.60'
15'
12'
12'
Tangent
2°30'C.
4°0'C.

REDMOND (5TH. ST.) GRAD. & PAV. PROJ.
THE DALLES - CALIFORNIA HIGHWAY
DESCHUTES COUNTY

SHEET No. 7

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	STATE		*See Index*

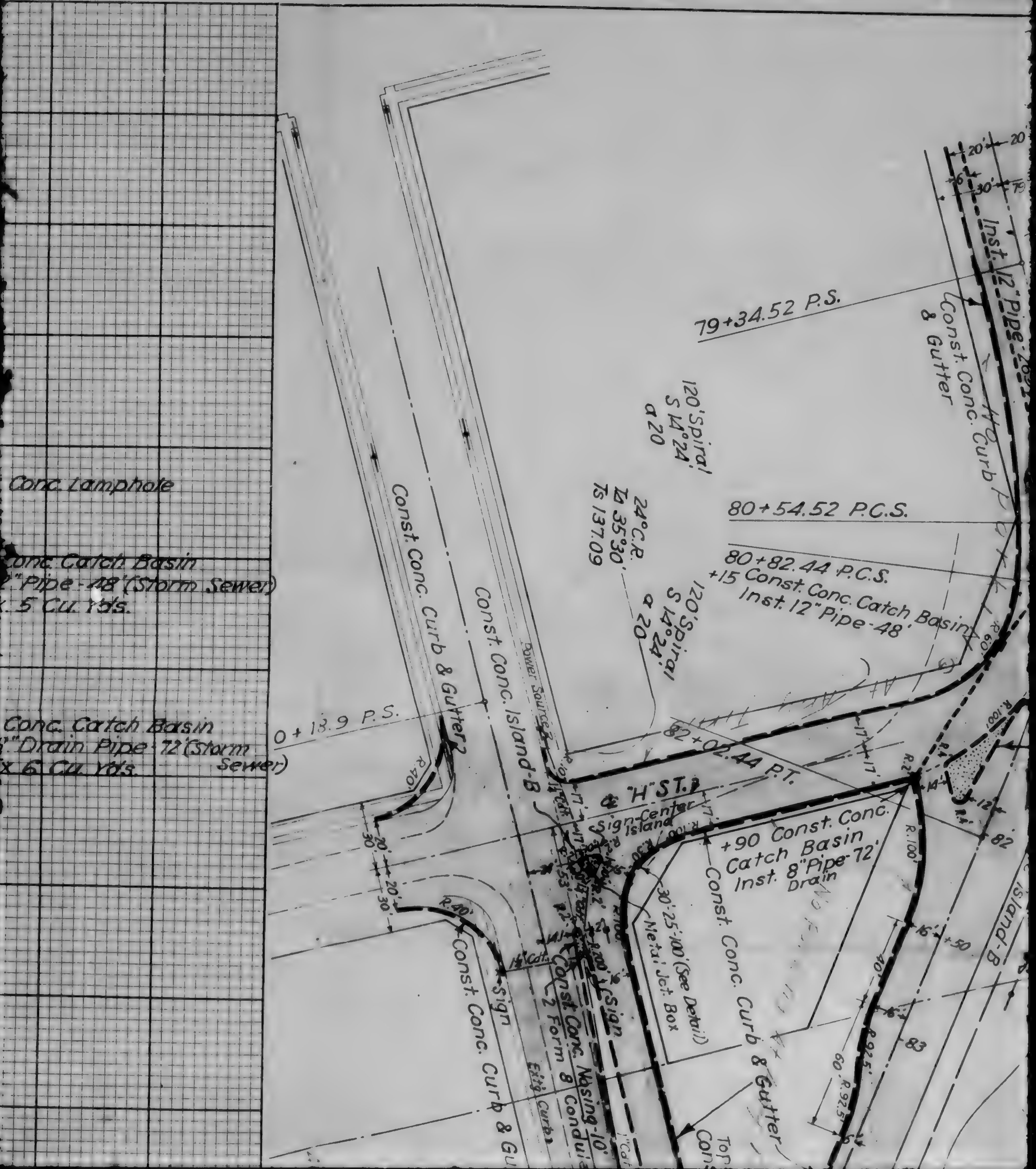


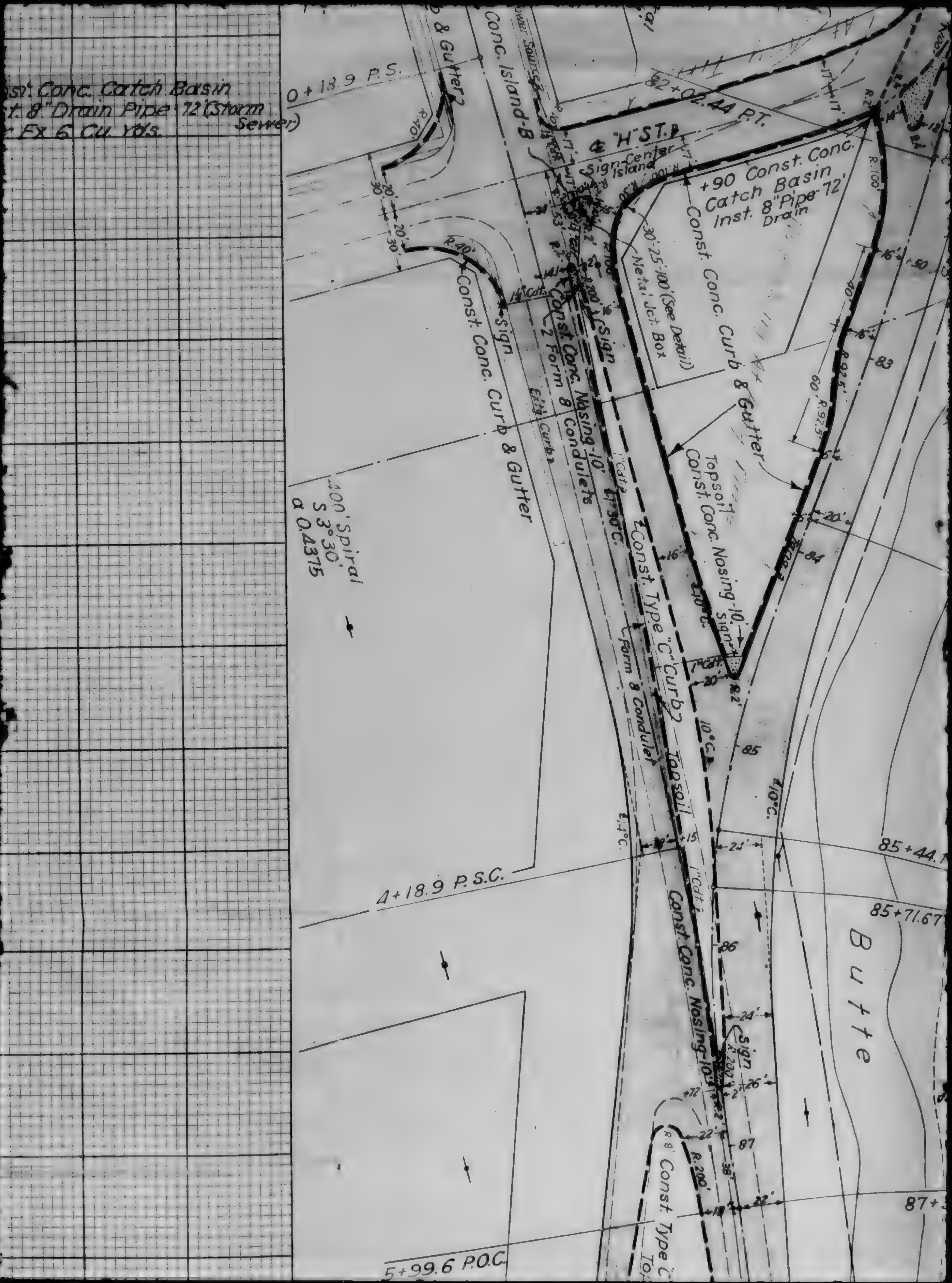

R.100'
2.5'
R.30'
R.100'
2.5'

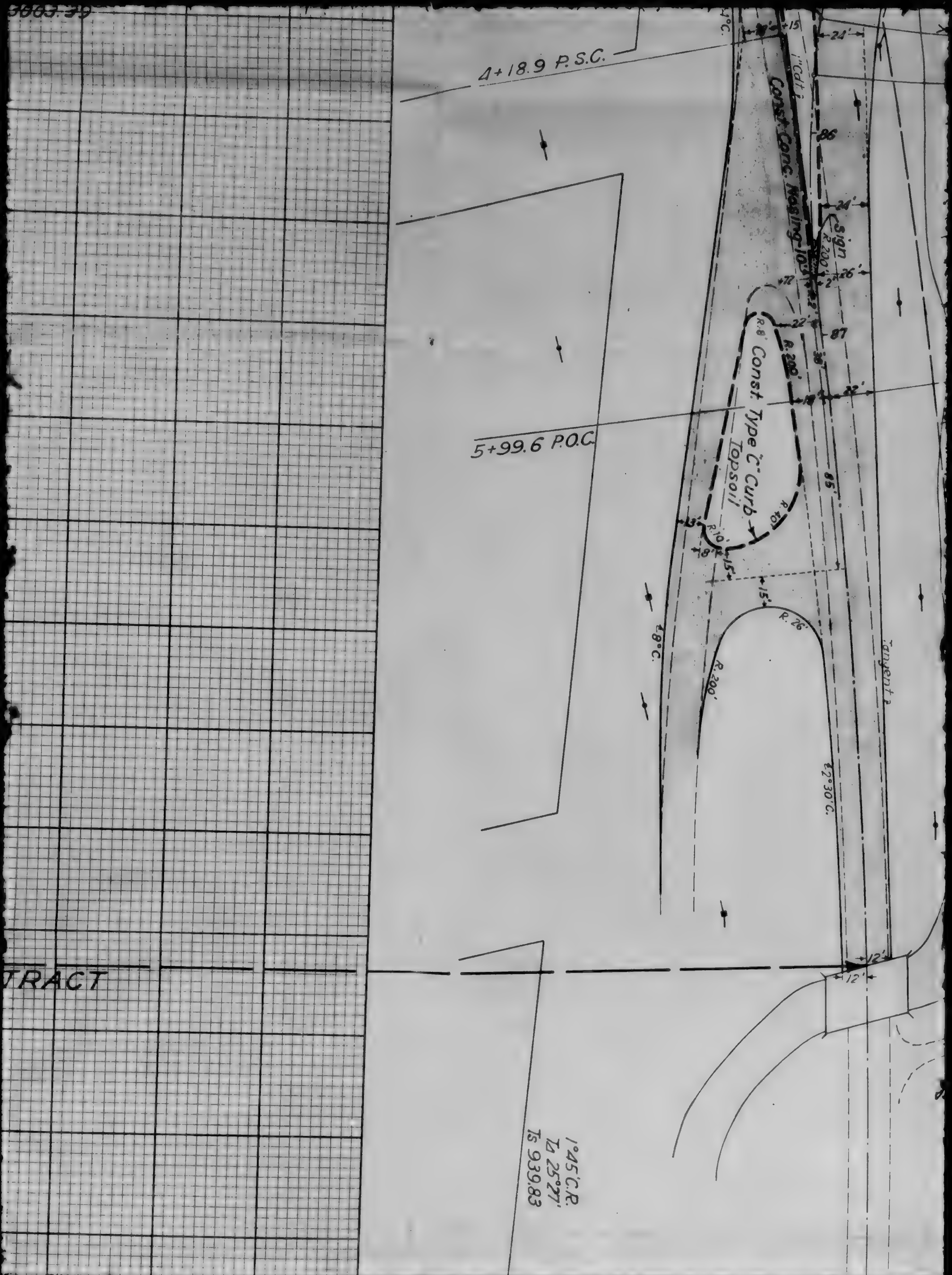
Detail 30'-2.5'-100'

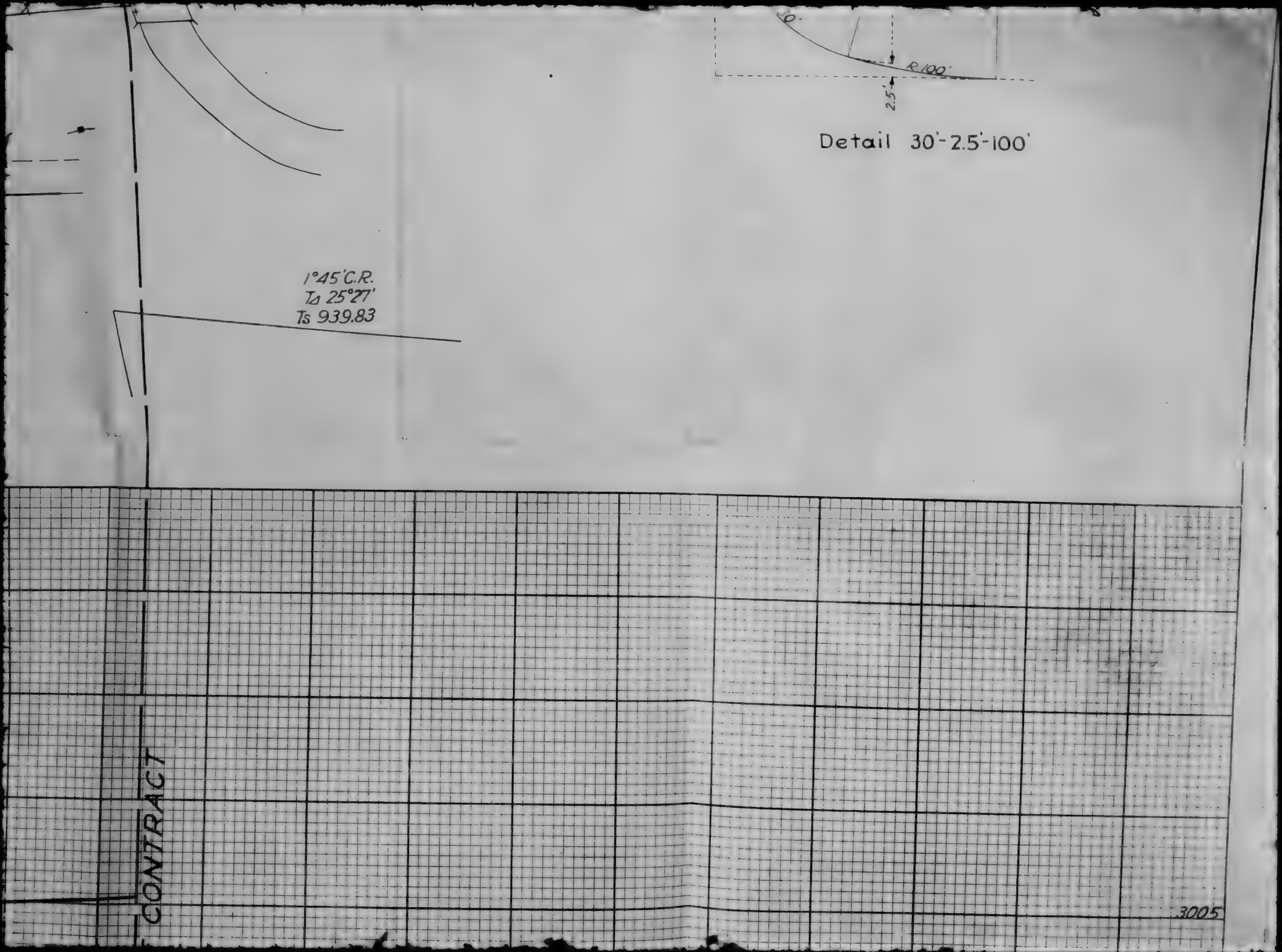
DATE

FINAL SURVEY		BY
	SURVEYED	
	PLOTTED	
NOTE BOOK	TEMPLATE	
	AREAS	
NO.	AREAS CHECKED	

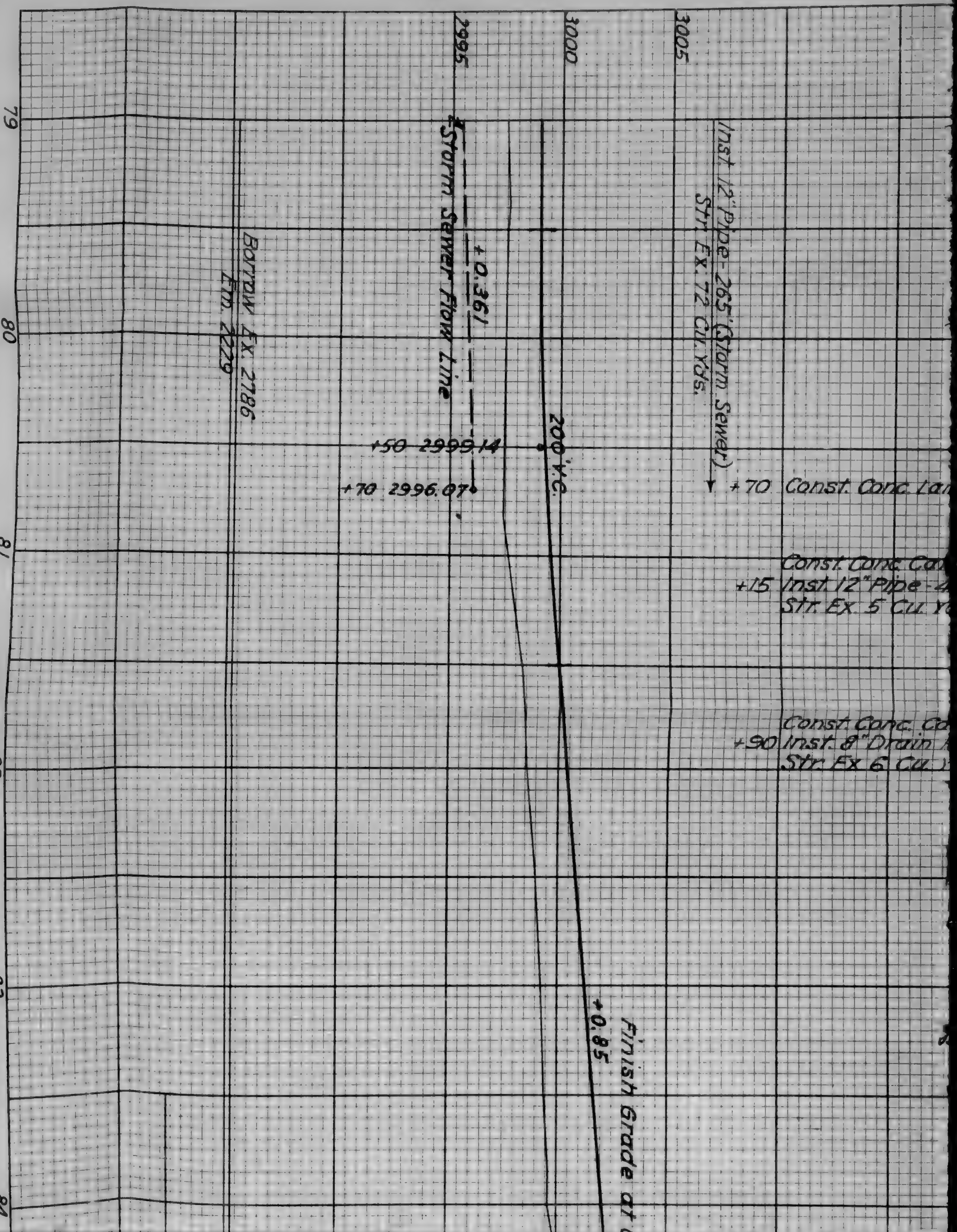

Conc. Lamphole
Conc. Catch Basin
" Pipe-48' (Storm Sewer)
5 Cu. Yds.
Conc. Catch Basin
" Drain Pipe-72' (Storm Sewer)
x 6 Cu. Yds.
0+13.9 P.S.
Const. Conc. Curb & Gutter
Const. Conc. Island-B
Power Source
79+34.52 P.S.
120' Spiral
S 14°24'
a 20
24° C.R.
Δ 35°30'
Ts 137.09
120' Spiral
S 14°24'
a 20
80+54.52 P.C.S.
80+82.44 P.C.S.
+15 Const. Conc. Catch Basin
Inst. 12" Pipe-48'
Const. Conc. Curb & Gutter
Inst. 12" Pipe
82+02.44 P.T.
℄ "H" ST.
Sign-Center Island
+90 Const. Conc. Catch Basin
Inst. 8" Pipe-72' Drain
30' 25' 100' (See Detail)
Metal Jct. Box
Const. Conc. Curb & Gutter
R.40'
R.100'
R.2'
R.92.5'
20'
30'
16'
17'
14'
12'
40'
60'
+50
82
83
Island-B
Sign
Const. Conc. Curb & Gu
Const. Conc. Nosing-10'
2 Form 8 Conduit
Exig. Curb
Top
Con

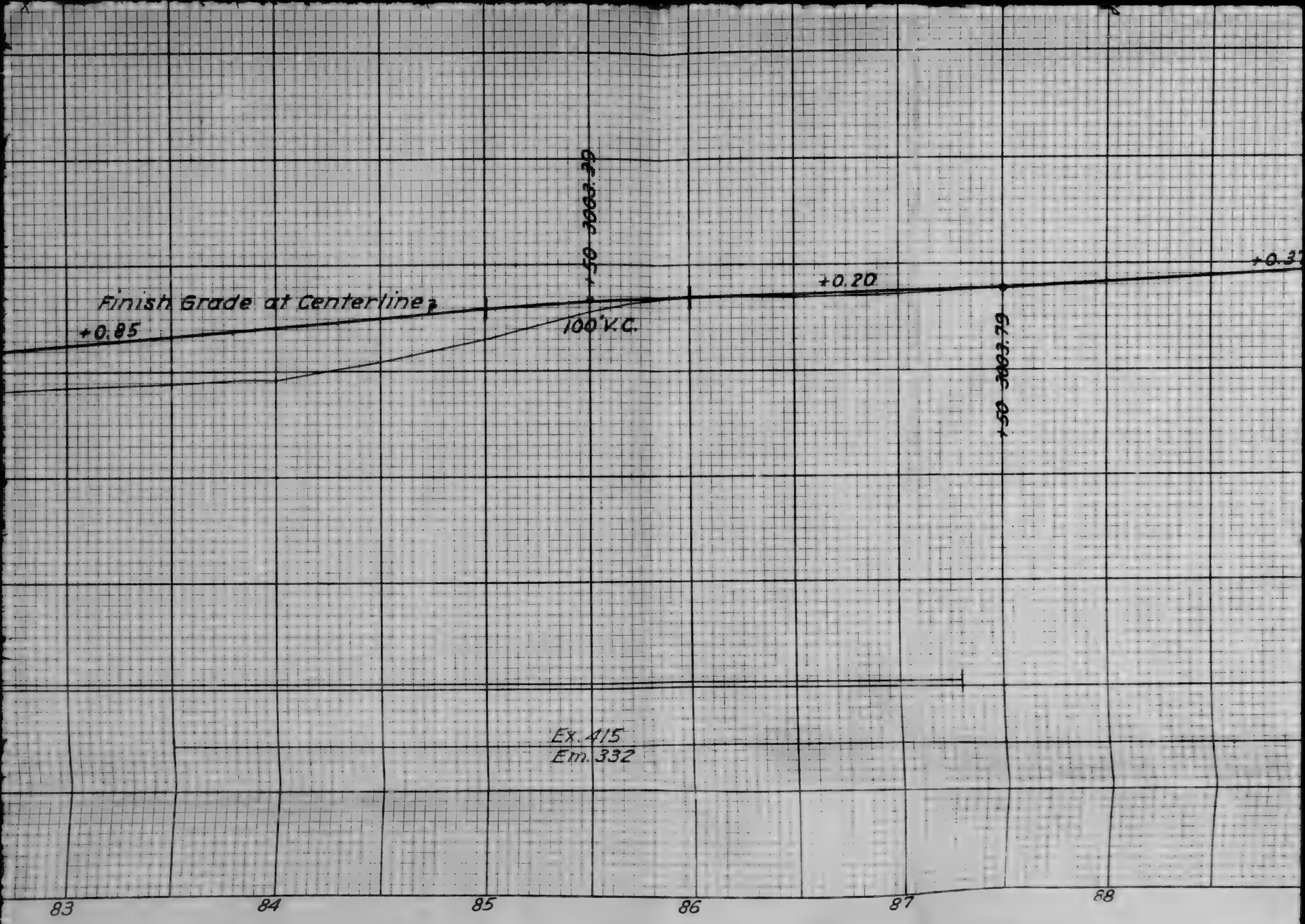
st. Conc. Catch Basin
st. 8" Drain Pipe 72' (Storm Sewer)
Ex 6 Cu. Yd's.
0+18.9 P.S.
& Gutter
Conc. Island-B
82+02.44 P.T.
℄ "H" ST.
Sign-Center Island
+90 Const. Conc. Catch Basin Inst. 8" Pipe 72' Drain
30°25'100' (See Detail)
Metal Jct. Box
Const. Conc. Curb & Gutter
Const. Conc. Curb & Gutter
Sign
Const. Conc. Nosing 10'
2 Form 8 Condulets
Ex'g Curb
Topsoil
Const. Conc. Nosing 10'
Sign
400' Spiral
S 3°30'
a 0.4375
Const. Type "C" Curb
Form 8 Condulet
Topsoil
4+18.9 P.S.C.
85+44.
85+71.67
Butte
Const. Conc. Nosing 10'
Sign
R.200'
Const. Type "C"
87+
5+99.6 P.O.C.
83
84
85
86
87
R.92.5'
R.100'
R.40'
R.8'

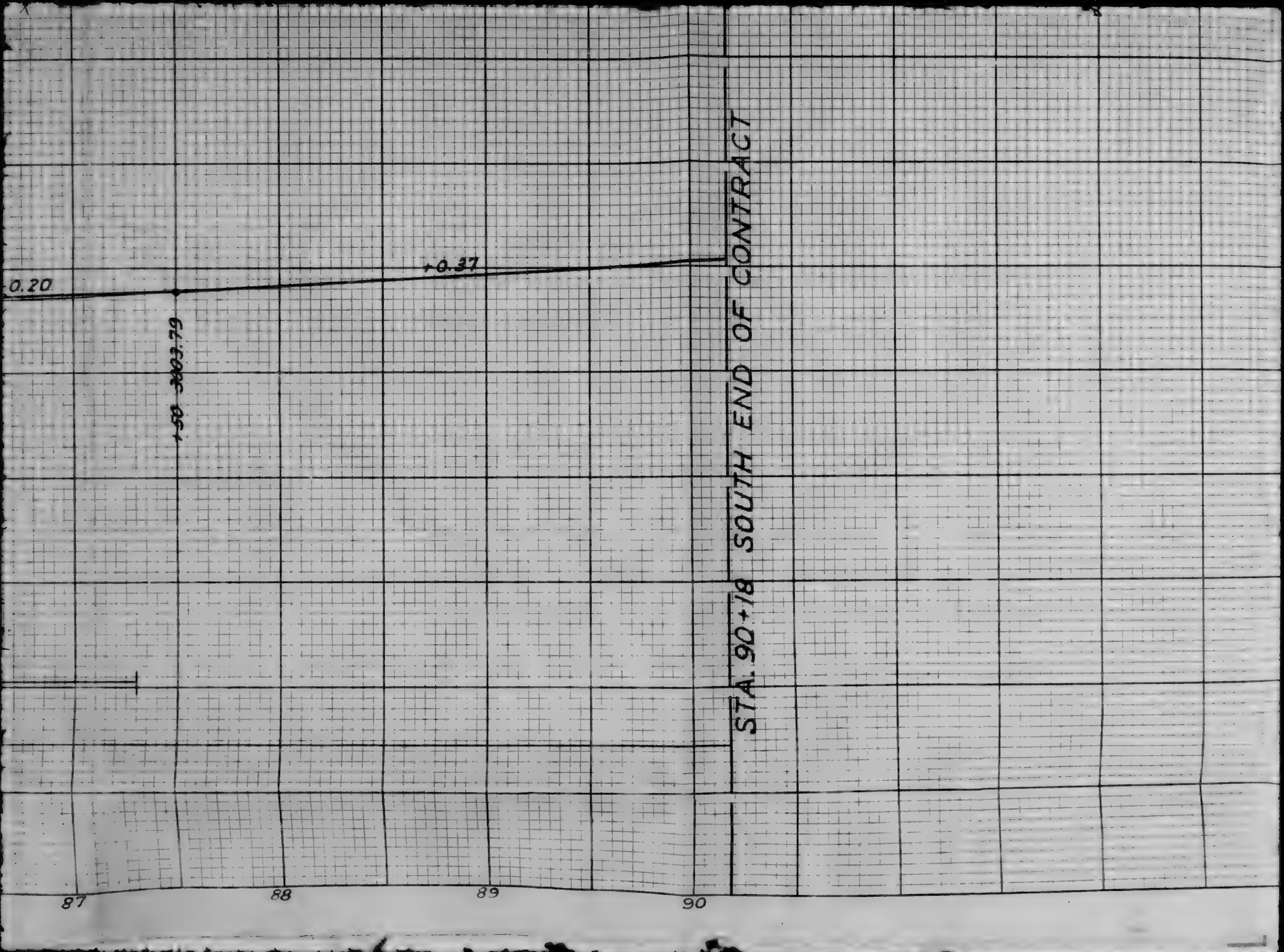

3003.39
4+18.9 P.S.C.
Const. Conc. Nosing 10'
24'
+15
86
24'
Sign
R.200'
26'
2'
+72
R.8'
22'
87
R.200'
Const. Type 'C' Curb
Topsoil
18'
22'
5+99.6 P.O.C.
85'
R.40'
3'
R.10'
8'
15'
15'
R.26'
℄8°C.
R.200'
Tangent
℄2°30'C.
12'
12'
TRACT
1°45'C.R.
Δ 25°27'
Ts 939.83

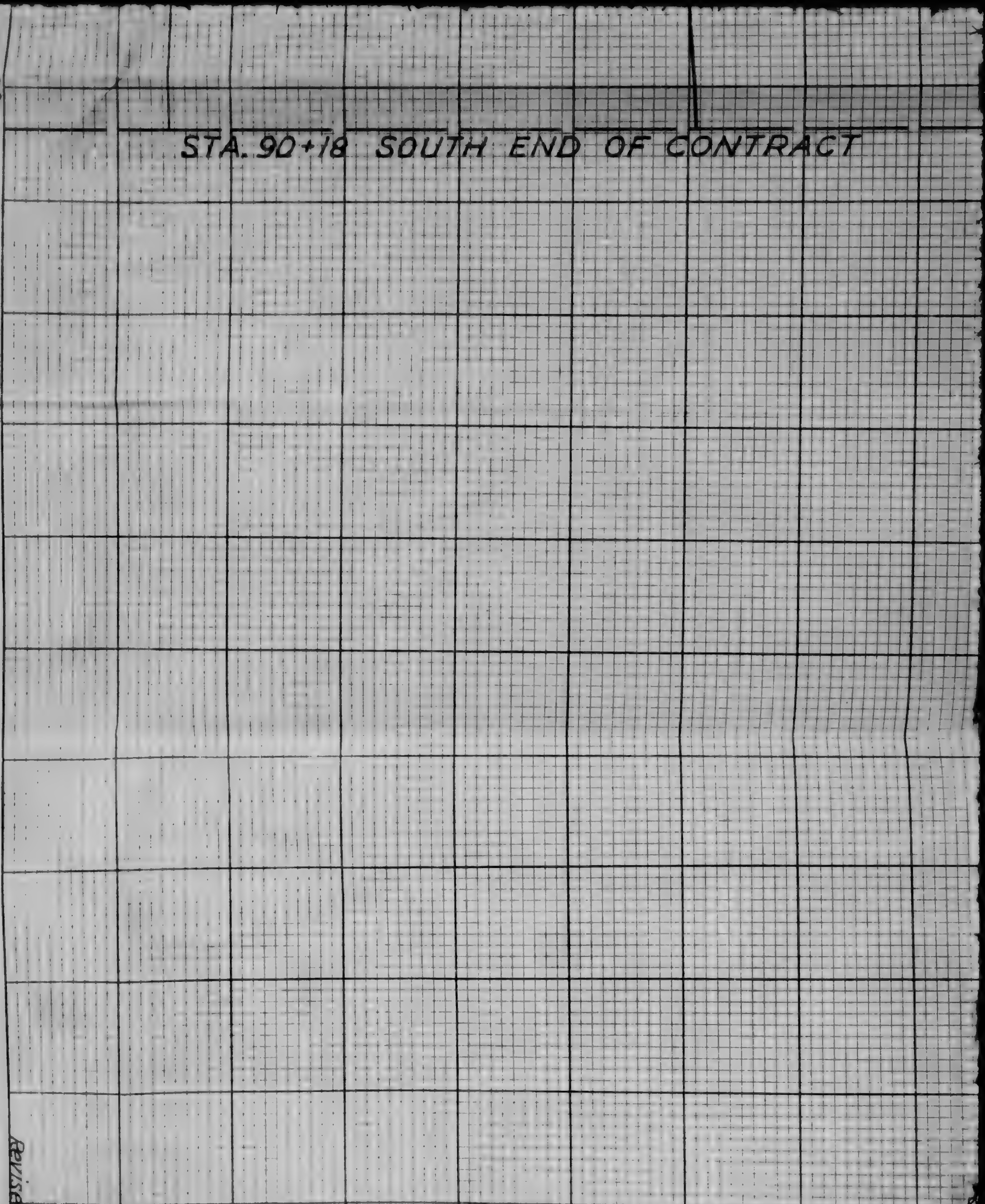

30'
R.100'
2.5'
Detail 30'-2.5'-100'
1°45' C.R.
I∆ 25°27'
Ts 939.83
CONTRACT
3005

		BY	DATE
ORIGINAL SURVEY	SURVEYED		
	PLOTTED		
NOTE BOOK	TEMPLATE		
	AREAS		
NO.	AREAS CHECKED		


2995
3000
3005
79
80
81
82
83
84
Storm Sewer Flow Line
+0.361
Borrow Ex. 2786
Em. 2229
Inst. 12" Pipe-265' (Storm Sewer)
Str. Ex. 72 Cu. Yds.
+50 2999.14
+70 2996.07
200' V.C.
+70 Const. Conc. La
+15
Const. Conc. Ca
Inst. 12" Pipe-4
Str. Ex. 5 Cu. Y
+90
Const. Conc. Co
Inst. 8" Drain
Str. Ex 6 Cu.
+0.85
Finish Grade at


Finish Grade at Centerline
+0.85
+50 3003.39
100' V.C.
+0.20
+50 3003.79
+0.3
Ex. 415
Em. 332
83
84
85
86
87
88


0.20
+0.37
+50 3803.79
STA. 90+18 SOUTH END OF CONTRACT
87
88
89
90


90
2995
3000
3005

STA. 90+18 SOUTH END OF CONTRACT

Revised 7/19/50

RECEIVED
FOR FILING

March 5, 1951

250

Mr. John Berning
City Superintendent
City of Redmond
Redmond, Oregon

Dear Sir:

In regard to your letter of February 20, requesting us to conform to Redmond curb standards on the Fifth Street project, I wish to advise that we will discuss this with our contractor to see if it will cause any additional expense and will instruct the Division Engineer to use six-inch curbs if possible.

We have used our standards throughout the state for many years, and I think the inconvenience which our standards would cause you would be slight, as nearly every city has curbs varying from four to eight inches.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

F. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. W. E. Chandler

ASSIGNMENT

February 23, 1951

No. 2510 wcw
By

Description: **John Berning's letter of February 20, sketch attached, re curbs and gutters on Redmond Fifth Street project**

Acknowledged by _____ Referred to **Smith** ✓ __________

xx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________________ signature
____

Assignment executed 3-5-51 me Report received ________

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

CITY OF REDMOND
DESCHUTES COUNTY, OREGON

REDMOND, OREGON

February 20, 1951

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. W. C. Williams
Asst. State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

It has come to my attention that when the curbs and gutters are installed on the Redmond Fifth Street project you will use the Style A specifications. These specifications call for a 7 inch exposure. If this 7 inch exposure is used it will make it very difficult for us to tie in with our standard curb and gutter at a later date. We will have to make three different changes on offsets in order to match. Also it will make it difficult to adjust our mechanical gutter broom so that we can sweep clean when going from one style gutter to the other. However, if you were to use a six inch curb exposure we could meet your curb without any changes.

I have taken this matter up with the local engineers and they seem to think that the change is practical, but state that any changes must come from your office.

I am enclosing a sketch of our specifications in dotted lines over your specifications as it would look if we connected to yours, also one where your specifications used the six inch exposure.

Any consideration of this proposal would be greatly appreciated.

Yours truly,

John Berning
John Berning
City Superintendent

NOTED
W. C. WILLIAMS

JB/b

Enc.
cc W. E. Chandler, Division Engineer

RECEIVED
AUG 15 1950
FOR FILING

9-1116

3383

August 14, 1950

Mr. F. L. Somers
P. O. Box 938
Klamath Falls
Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3383 which was awarded to you on July 21, 1950, for grading and paving on the Redmond (5th Street) Section of the The Dalles-California Highway in Deschutes County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

8/14, gl

RECEIVED
1950
FOR FILING

9-1116

3383

AGENDA
AUG 21 1950

July 21, 1950

Mr. Floyd L. Somers
1111 Walnut Street
Klamath Falls, Oregon

Re: Contract No. 3383

Dear Mr. Somers:

Confirming my telegram to you of this date, The State Highway Commission has awarded you today the contract for grading and paving the 5th Street Section of The Dalles-California Highway in the City of Redmond, Deschutes County. This award was based on your low bid of $133,730.00 submitted on July 11, 1950, using concrete sewer pipe.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

te
Enc.

cc - R. G. Smith
S. H. Probert
Goldie Lewis
L. R. White (S.I.A.C.)

GET CONFIRMED

S+C

STIC SERVICE
eck the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 21, 1950
8:45 a.m.

Mr. Floyd L. Somers
1111 Walnut Street
Klamath Falls, Oregon

State Highway Commission awarded you today contract for grading and paving the 5th Street Section of The Dalles-California Highway in Redmond, Deschutes County, based on your low bid submitted July 11, 1950, using concrete sewer pipe. Contract forms follow shortly.

H. B. Glaisyer, Secretary
Oregon State Highway Commission

RECEIVED

FOR FILING

FORM E-30 25M 1-50 37535

1116

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1950

SUBJECT: Redmond Section
5th Street
The Dalles-Calif. Hwy

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

C. WILLIAMS

Dear Mr. Williams:

All of the above project is now optioned and as far as the Right of Way Department is concerned, the contract may be awarded.

Very truly yours,

J. M. DEVERS

By R. L. Porter

R. L. PORTER
Asst. Right of Way Engineer

RLP:ms

NOTED
W. W. SHIFLER

RECEIVED
JUL 14 1950
FOR FILING

File

7-11-6

3383

July 13, 1950

Mr. F. L. Somers
1111 Walnut Street
Klamath Falls, Oregon

Dear Sir:

Award of the contract on the Redmond Section is being held up temporarily, pending a right-of-way technicality. It is expected that we will be able to award this contract to you within the next two weeks.

Since the plans on this project were prepared it has been found necessary to extend the concrete curbs north from "A" Street to the city limits of Redmond. This will require about 570 cubic yards of concrete in curbs and gutters, which is an overrun of 280 yards of the amount on which you bid.

We assume that it will be satisfactory to you to make this increase in yardage, but in order that our records be complete it is requested that you sign the attached copy of this letter, on which your acceptance of the increased amount is indicated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

I agree to construct the additional 280 cubic yards of concrete in curbs and gutters at the same unit price bid on the original quantities.

____

Redmond (5th St)
Revised Quan[illegible]es
7/12/50

Curb & Gutter
Added N. of "A" St
in lieu of shldr.
added new
conc. islan[illegible]
@ S. end

	Unit	Net	Allow.	Total
Conc. Curbs & Gutter.	CY	563	57	620
Concrete Islands	CY	74	6	80
		637	63	700

F. L. Somers

2"-0" Cinders in Base	CY	8301	799	9100
3/4"-0" " " " & Shldrs	CY	2064	236	2300

290
283
7

Original Bid Quantities

Conc. Curbs & Gutter	CY	276	14	290
Concrete Islands	CY	64	6	70
		340	20	360
2"-0" Cinders in Base	CY	9098	902	10,000
3/4"-0" " " "	CY	2334	266	2600

7/12/50
CW

RECEIVED
JUL 6 - 1950
FOR FILING

-1116

[illegible]

July 6, 1950

Oregon State Highway Commission

Gentlemen:

When the plans were prepared for the project for the one-way street system in Redmond, it was not contemplated that curbs or sidewalks would be constructed immediately along 5th Street, which is the route to be improved for northbound traffic, in the north portion of the town where there is no existing development.

We are now advised by the City of Redmond that it plans to construct, this year, sidewalks through the entire length of 5th Street and, therefore, requests that the curbs be constructed now. The additional amount of concrete required to construct curbs entirely through the city would cost approximately $10,000, and it is, therefore, requested that you approve an additional project authorization over and beyond the amount of the contract, in the amount of $10,000. Bids will be opened on this project at the meeting next week.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. S. H. Probert
Mr. M. H. Hawke

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

June 26, 1950

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

The attached form of copies of agreements have been prepared in this office, and in doing so, we have employed data and material furnished at the time the agreement was requested.

I have approved this instrument as to form and legality only, but not as to principle. This is another instance where the State, in order to accommodate local traffic as much as highway traffic, is assuming a double burden, and as I have said before, I don't believe the legislature intended to vest the Commission with such wide authority in its use of highway revenues. The State is not only selecting two streets where one would normally serve state highway traffic were it not for the increased volume of local traffic, but the state in this contract is assuming a lot of construction costs and costs with respect to lighting and signalization, much of which I think should be the burden of the city.

I truly hope that these matters get to the attention of the Commission, and I would withhold my signature from agreements of this kind if I were sure that the whole increased burden resulting from an execution of this contract is not fully known to the Commission.

Yours very truly,

J. M. Devers
J. M. DEVERS

JMD:FRC

RECEIVED
FOR FILING
FORM 5-80X 15M 1-49 28024

7

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 16, 1950

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. J. M. Devers
Chief Counsel

Plans are being prepared for a grading and paving project in the City of Redmond on the The Dalles-California Highway. This project will establish one-way traffic on the The Dalles-California Highway in that city. In connection with the establishment of one-way traffic, certain ordinances will be required from the City of Redmond. In order to establish and to insure the continuation and enforcement of one-way streets in the City of Redmond, an agreement will be necessary between the City and the State. It is requested that an agreement be drawn between the City of Redmond and the State Highway Commission that will set forth the following points:

1. The State will grade and pave 5th Street and construct connections on the north and south ends of 5th Street in order to effect connections with the present route of the The Dalles-California Highway through Redmond.

2. The State will install overhead lights at the south connection near the intersection of 6th Street and Indian Street as well as the connection of the 5th Street route at the north end of town. The overhead light at the north connection being outside of the incorporate limits of the City of Redmond, the State Highway Commission will pay for the cost of maintenance and operation of the light or lights. The light at this north connection will be connected with the Redmond street lighting system and the State will reimburse the City of Redmond for the electrical energy furnished.

3. The City of Redmond will adopt ordinances that will establish 5th Street as a one-way north bound traffic only street from its connection with Indian Street north to the north city limits of Redmond and establish 6th Street as a one-way traffic south bound only from the north city limits of Redmond southerly to its junction with the 5th Street connection near the intersection of Indian Street. Also establish "H" Street as a one-way street east bound only from its intersection with 6th Street easterly to its intersection with the 5th Street connection.

4. The City of Redmond is to adopt an ordinance that will establish both 5th and 6th Streets as through highways and all vehicular traffic must stop before entering either one of these streets. An ordinance also will be required that will establish parallel parking on both the route of 5th and 6th Streets.

5. The City of Redmond agrees to the maintenance and furnishing of the electrical energy for the overhead lighting system at the southerly connection between 5th Street and 6th Street without cost to the State. Also the City of Redmond will furnish electrical energy to the overhead lights at the north connection which is outside the city limits. However, the City will be reimbursed by the State for this electrical energy on a flat fee basis.

6. City shall, without cost to State, relocate or reconstruct, or cause to be relocated or reconstructed, all water, sewer, gas, electric, telephone, telegraph, and all other utility conduits, lines, poles, mains, pipes, and facilities of every kind and nature made necessary to be relocated or reconstructed to conform with the proposed plans and ultimate requirements of said project.

In order to effect distribution of this agreement to all interested parties, seven copies of the agreement will be necessary. Attached please find seven copies of a map for attaching to the agreements.

If I can be of any assistance, please do not hesitate to call on me.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

cc: Mr. W. C. Williams

RECEIVED
JUN 7 1950
FOR FILING
FORM E-30 25M 6-49 32602

File

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

9-1116

3271

Salem, Oregon
June 6, 1950

SUBJECT:

Copy REFERRED TO Cooper

Cattrall is preparing data. Also approval of grades parking restrictions etc.

WCW.

cc

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Dear Mr. Williams:

We are now securing the right of way for the Redmond job and it has occurred to me that an agreement covering the one-way streets and other features would be necessary between the City and the Highway Commission.

I call this matter to your attention so that it may not be overlooked.

Very truly yours,

J. M. DEVERS

By Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:MA

NOTED
W. C. WILLIAMS

RECEIVED
FOR FILING

Salem, Oregon
May 17, 1950

Mr. S. N. Probert

At the Commission meeting April 24-25 a report was rendered on the one-way street system through the city of Redmond. The report recited that the current construction program includes the sum of $115,000 for the project, whereas the estimated total cost of the project is now $146,200, which the Highway Commission approved.

W. W. Stiffler

WWS:me

cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. M. M. Hawke

RECEIVED
FOR FILING

CITY OF REDMOND
DESCHUTES COUNTY, OREGON

79-111[illegible]

[illegible]

REDMOND, OREGON

April 21, 1950.

State Highway Commission,
R. E. Chandler,
Bend,
Oregon.

Gentlemen:

This advises that at a special meeting of the Common Council of the City of Redmond held this date and called for the purpose of considering the installation of sidewalks on Fifth Street, the following resolution was unanimously adopted:

> RESOLVED that the City proceed with the improvement of both sides of Fifth Street within the City of Redmond, from H Street to the North City limits, by the installtion of sidewalks where not now in place. Said installation to be made within a reasonable time subsequent to the improvement of said Fifth Street by the State Highway Commission.

Very truly yours,

Evaline Rieshoff
Evaline Rieshoff
Recorder

RECEIVED
APR. 17 1950
FOR FILING

April 14, 1950

Oregon State Highway Commission

Gentlemen:

I attach hereto a sketch map showing the proposed one-way street system through the city of Redmond.

A study has been made of proposed routes following Fifth Street and Seventh Street, and the results indicate the following information:

The Seventh Street route would be 1.51 miles in length, with a construction cost of $154,640 and a right-of-way cost of $18,270, or a total cost of $172,910.

The Fifth Street route would be 1.21 miles in length, with a construction cost of $135,000 and a right-of-way cost of $11,200, or a total cost of $146,200.

The Fifth Street route is, therefore, cheaper by $26,710 and is the route preferred by the City Council of Redmond.

In view of the above facts, I recommend that the Fifth Street route be adopted and that we be authorised to acquire the right of way and call for bids in the immediate future.

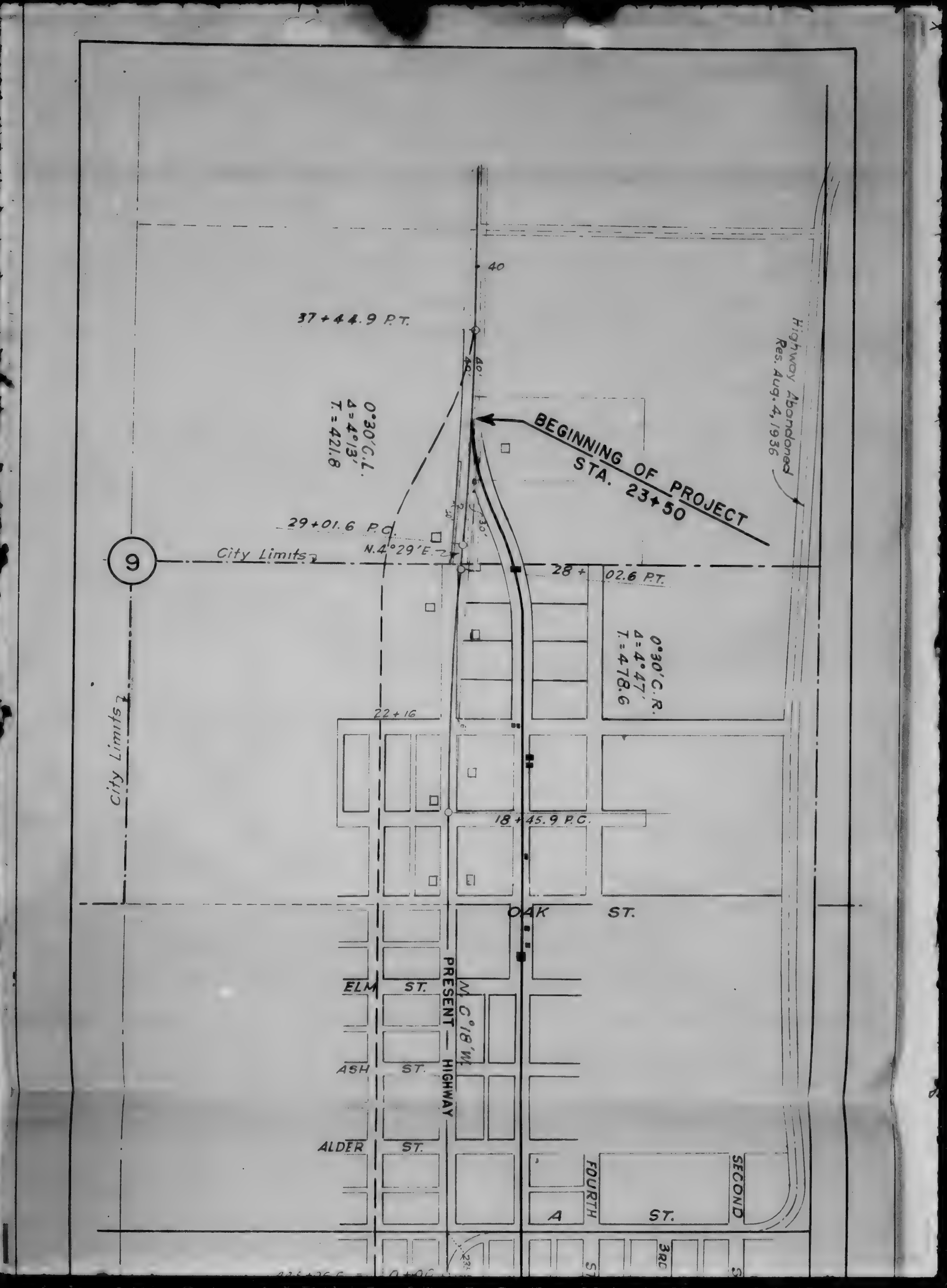
When this project was originally set up in the state major betterment program, $115,000 was allocated. This amount was sufficient for the thickness of base and oil mat surfacing we were using in the past. It is not sufficient, however, for the increased thickness of both rock base and asphaltic concrete pavement now recommended. I do not believe that additional project authorization will be required, due to underruns on other projects.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me bl
cc Mr. W. C. Williams
Mr. M. H. Hawke
Mr. F. G. Smith


40
37+44.9 P.T.
40'
40'
0°30' C.L.
Δ=4°13'
T.=421.8
BEGINNING OF PROJECT
STA. 23+50
Highway Abandoned
Res. Aug. 4, 1936
29+01.6 P.C.
30'
9
City Limits
N.4°29'E.
28+02.6 P.T.
0°30' C.R.
Δ=4°47'
T.=478.6
City Limits
22+16
18+45.9 P.C.
OAK ST.
ELM ST.
PRESENT HIGHWAY
N.0°18'W.
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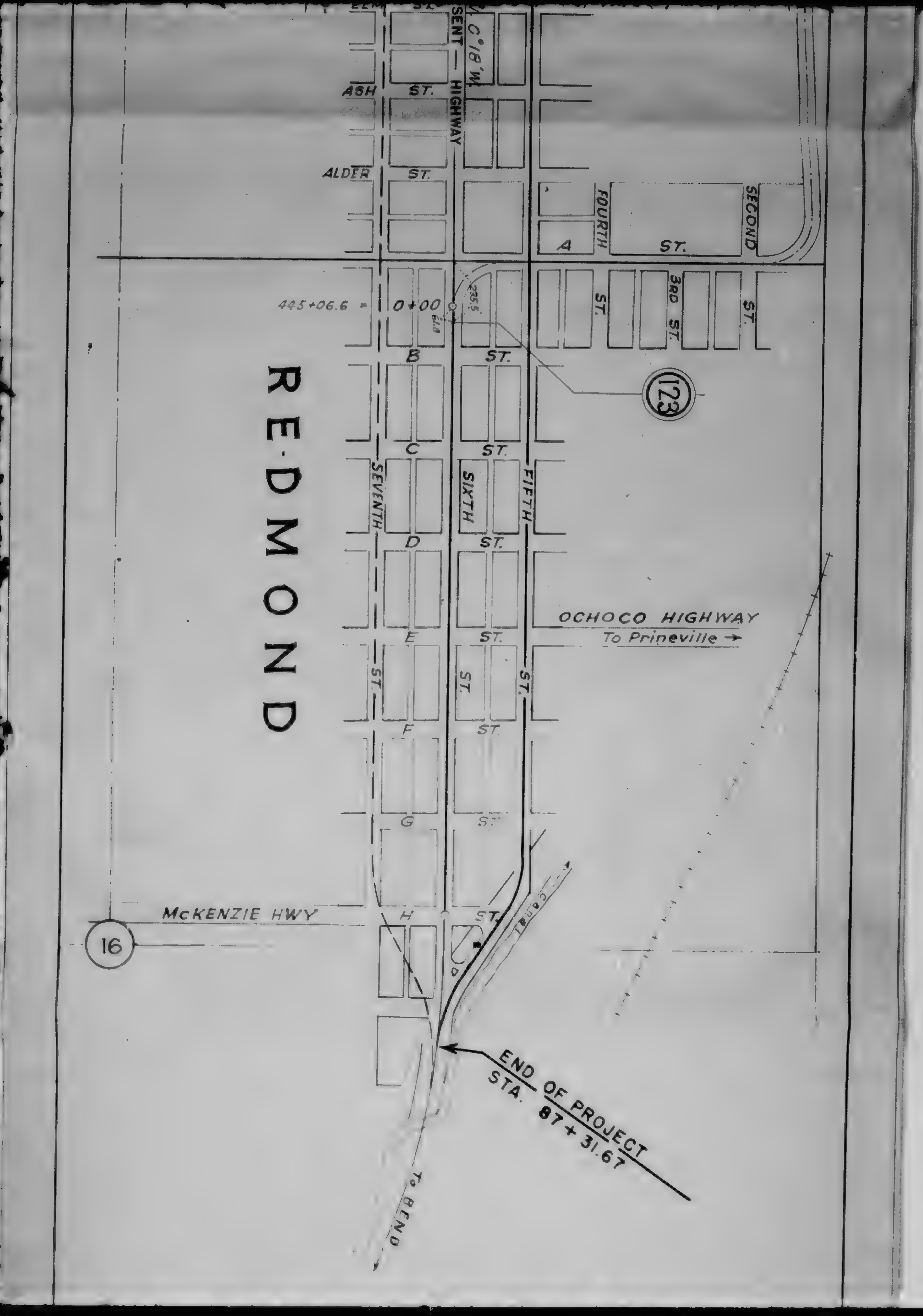
A ST.
3RD
ST.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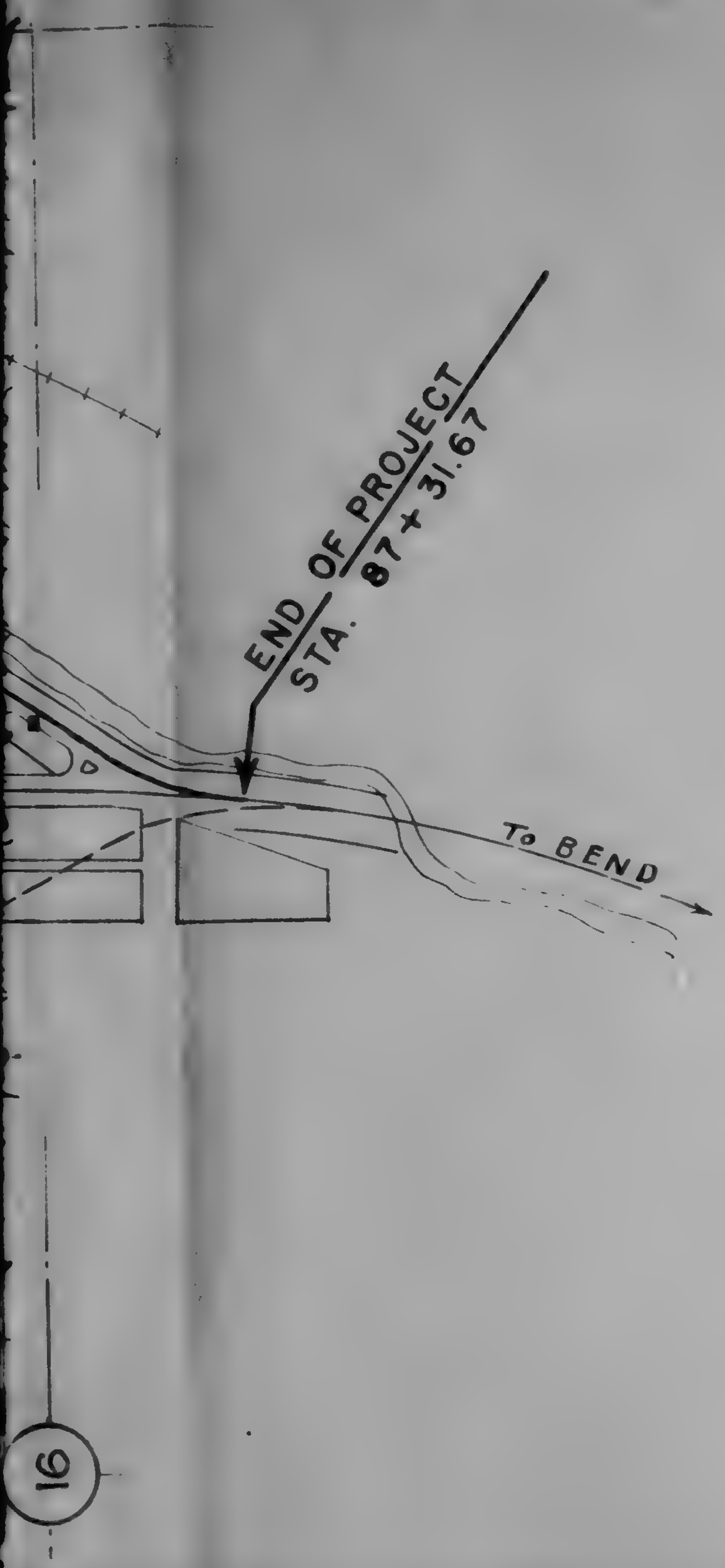
123
REDMOND
C ST.
SEVENTH ST.
SIXTH ST.
FIFTH ST.
D ST.
OCHOCO HIGHWAY
To Prineville →
E ST.
F ST.
G ST.
McKENZIE HWY
H ST.
16
Canal
END OF PROJECT
STA. 87+31.67
To BEND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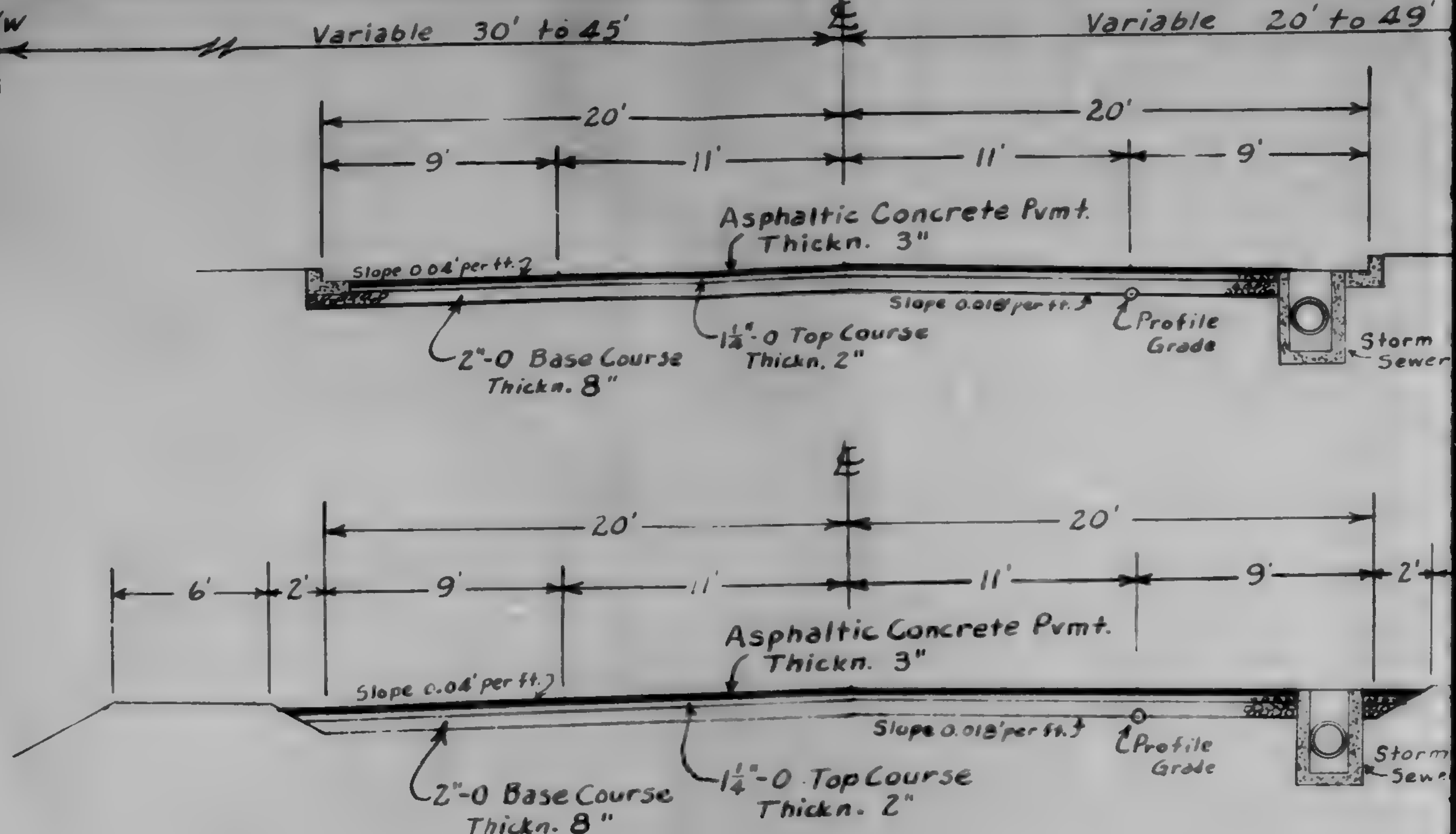
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Variable 30' to 45'
Variable 20' to 49'
℄
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Asphaltic Concrete Pvmt.
Thickn. 3"
Slope 0.04' per ft.
Slope 0.018' per ft.
℄ Profile Grade
Storm Sewer
2"-0 Base Course
Thickn. 8"
1¼"-0 Top Course
Thickn. 2"
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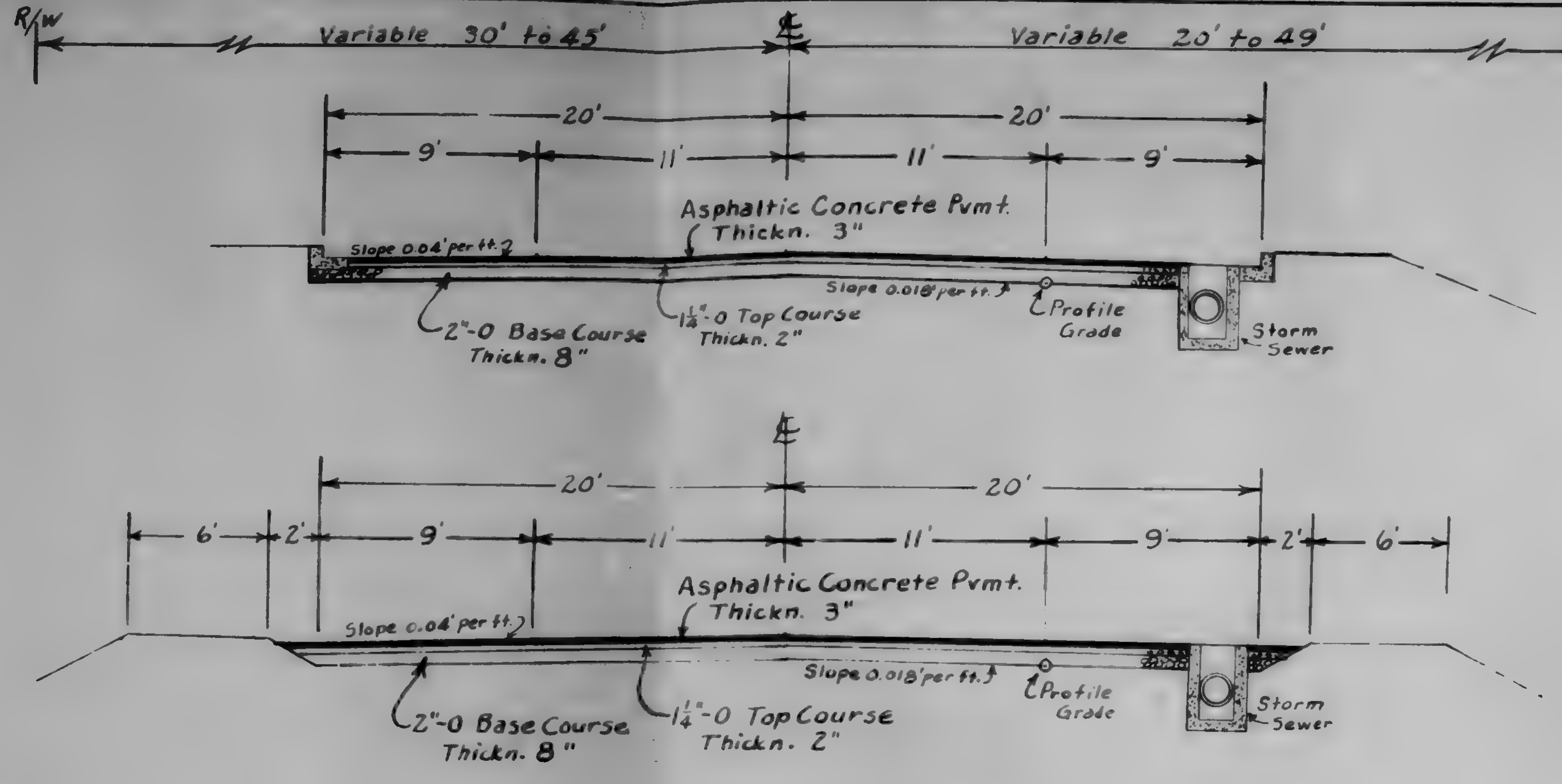
Asphaltic Concrete Pvmt.
Thickn. 3"
Slope 0.04' per ft.
Slope 0.018' per ft.
℄ Profile Grade
Storm Sewer
2"-0 Base Course
Thickn. 8"
1¼"-0 Top Course
Thickn. 2"

TYPICAL SECTIONS

OREGON STATE
SKE
CITY OF REDM
THE DALLES
DESHUT
Scale 1" = 400'
For detail s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Variable 20' to 49'
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Asphaltic Concrete Pvmt.
Thickn. 3"
Slope 0.04' per ft.
Slope 0.018' per ft.
Profile Grade
2"-0 Base Course
Thickn. 8"
1¼"-0 Top Course
Thickn. 2"
Storm Sewer
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20'
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6'
Asphaltic Concrete Pvmt.
Thickn. 3"
Slope 0.04' per ft.
Slope 0.018' per ft.
Profile Grade
2"-0 Base Course
Thickn. 8"
1¼"-0 Top Course
Thickn. 2"
Storm Sewer

TYPICAL SECTIONS

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

CITY OF REDMOND, 5TH STREET

THE DALLES - CALIFORNIA HWY.

DESHUTES COUNTY

Scale 1" = 400'   April 1950

For detail see   5B-36-10

RECEIVED
DEC 7 1949
FOR FILING

[illegible]-1116

3312

Redmond

December 6, 1949

Mr. John Berning
Superintendent
City of Redmond
Redmond, Oregon

Dear Sir:

I have carefully read your communication of November 29, regarding the one-way traffic plan in the city of Redmond and the preference of the citizens of Redmond for the Fifth Street route.

Please be advised that, as soon as the full data have been received from the field, this matter will be studied and careful consideration given to your views before I make the final report to the Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

Redmond, Oregon
November 29, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

SUBJECT: One-way Traffic in City of Redmond.

Dear Sir:

We are pleased to see that the Highway Commission has approved the one-way street plan for the City of Redmond, However, we note that the route was not set up at the recent meeting and that Seventh Street was tentatively approved, subject to further study. We feel that this will be given a thorough investigation as to the practicability of this routing before a recommendation is made to the Highway Commission. We have summarized some facts pertaining to the Seventh Street route that you might not have in your office. In order for you to give these facts more thorough study, we will try to summarize them to give you the full picture.

A summary of advantages and disadvantages of having South bound one-way traffic on Seventh Street in lieu of North bound traffic on Fifth Street.

First, from a selfish standpoint as well as helping business is concerned, if Sixth Street was used for North bound and Seventh Street for South bound traffic there would be 31 businesses hurt and 21 helped. Whereas, if Sixth Street was used for South bound and Fifth Street for North bound there would be 57 businesses helped and 7 hurt.

Second, approximately 90 per cent of the residences in Redmond and all of the schools are West of Seventh Street and in order for these people to do business with 200 business firms East of Seventh Street; now, if Seventh Street was used these people living West of Seventh and all the school children would have to cross a single lane of traffic to do business with all the 200 of these firms and would have to cross 2 lanes of traffic to do business with 89 of them. Now if Fifth and Sixth Streets were used the same people could do business with 100 firms without crossing any lanes of highway traffic and to do business with 89 firms they would only have to cross one lane, and to do business with eleven firms would have to cross two lanes.

Third, there are 68 residentual units located on Seventh Street and four apartment houses that the noise would be a nuisance and the traffic would be hazardous. On Fifth Street there is only 23 residences.

Fourth, there is one hospital and one clinic located on Seventh Street, also a mortuary which increased traffic of any kind would not be beneficial.

Fifth, there are two churches and the City Library also located on Seventh which the noise would be disturbing.

Sixth, the Central Oregon Cooperative Creamery is located on Seventh and E Streets and the farmer patrons using trailers and trucks to unload their produce daily at this place of business must block a portion of Seventh Street for loading and unloading.

Seventh, all log and lumber trucks originating from Bend or Sisters would, if Sixth and Seventh Streets were used, continue to travel Sixth Street and the danger of loaded log trucks would still be as great as they are now. Whereas, if Fifth Street were used, they could be by-passed along Canal Boulevard and out of our business distric entirely.

Eighth, in regards to the Municipal Swimming Pool, which is located on the East side of the C.O.I. Canal, it is operated only three month out of the year with an average dailey attendance of only 175. However, construction is now underway for a roadway leading into the swimming pool and park area entirely on the East side of the canal, and provisions are being made to park at least forty vehicles in the area which would not be adjacent to the highway, also bicycle parking will be entirely on the East side of the canal. It is planned to move the entrance bridge at I Street to the East side of Fifth Street at H Street.

Nineth, we have been under the impression that the Seventh Street route was out and the Fifth Street was the logical one, consequently we have gone to quite an expense of having the canal, which formerly ran along the West side of Fifth, moved to another location. Also, parking meters were installed to accommodate South bound traffic on Sixth Street.

With these major facts in mind, also, many others to numerous to mention, we feel that you will have a clearer picture to present to the Highway Commission when the route is brought up for definite approval.

Very truly yours,

CITY OF REDMOND

J. Berning

John Berning,
Superintendent

After discussion of routing of traffic through Redmond, the following resolution was offered and upon motion made, seconded and passed was unanimously adopted:

WHEREAS, traffic passing through the City of Redmond has been increased to such an extent and has become hazardous to the residents of said City and one way traffic is deemed advisable;

NOW THEREFORE be it resolved that the City Council favor the routing of one way traffic through Redmond on Fifth Street and oppose the use of Seventh Street for one way traffic, and,

BE it further resolved that proper City officials notify Mr. Glaisyer, Secretary of the State Highway Commission, Mr. R. H. Baldock, State Highway Engineer and Mr. John W. Cattrall, Acting Engineer, City and County Relations, of the Council expression.

Above is a copy of a resolution passed by the Common Council of the City of Redmond at a regular meeting held November 22, 1949.

Recorder

RECEIVED
OCT 4 1949
FOR FILING

October 3, 1949

Evaline Riebhoff, Recorder
City of Redmond
Redmond, Oregon

Dear Madam:

In your letter of September 30, 1949, you inquire as to the action that the State Highway Commission may have taken on the proposed improvement of Fifth Street through Redmond.

The Highway Commission at its last meeting had under discussion the approval of projects for additional funds immediately available. Among others, was the proposed improvement in your city, involving the one-way plan for traffic on U.S.97. The Commission definitely approved the plan for one-way traffic, and tentatively approved the routing of southbound highway traffic on Seventh Street rather than on Fifth Street. The Commission indicated a preference for the Seventh Street routing because of the swimming pool being located along the Fifth Street route.

Additional investigations are now being made along that route, and when completed, will be reported to the Highway Commission for its final decision.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

OFFICE OF RECORDER

CITY OF REDMOND

REDMOND, OREGON

September 10, 1949.

Mr. H. B. Glazier,
Secretary State Highway Commission,
State Highway Department,
Salem,
Oregon.

Dear Mr. Glazier:

I have been requested by Mayor M. L. Coyner to ascertain what action the State Highway Commission has taken on the proposed State improvement of Fifth street through Redmond.

Any information you can give in regard to what improvements will be made and when it is expected you will be able to make the improvements will be greatly appreciated and trust we may have same in an early mail.

Thanking you, I am,

Very truly yours,

Evaline Riebhoff
Evaline Riebhoff
Recorder

swimming pool on 5th st
that route was [illegible] [illegible] year.
approved a hwy-pedestrian on 7th st.
[illegible] action in near future to extend.

RECEIVED
NOV 17 1948
FOR FILING

November 16, 1948

Mr. Robert M. Blair
Redmond
Oregon

Dear Mr. Blair:

This is a belated acknowledgement of your letter of November 3, 1948, inquiring as to the plans of the State Highway Commission for the establishment of a one-way street plan for The Dalles-California Highway traffic through your city.

This matter was discussed by the State Highway Commission at its meeting on November 4, 1948, but no definite action was taken thereon although the Engineer was authorized to make a survey for the project. When the results of the survey will be reported I am not in position to state. I believe, however, that the plan will be based on the use of Fifth Street for northbound traffic, although that also is not definite.

I am sorry I am not in position at the present time to give you the authentic information you desire.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

H G:eo

Redmond, Ore
Nov 3, 1948

State Highway Com
Salem, Ore

ANSWERED
H. B. GLAISYER

Dear Sirs:—

I would like some information in regard to the highway plans of the commission for the change of Highway 97 thru Redmond.

I have some property between 5th & 6th St & I have heard it is probable that two one-way streets will be put in & that 5th & 6th will be the ones. If this is the case I am planning to build between the two streets.

I have heard lately that 6th & 7th ~~have~~ are likely to be the streets.

If you could tell me which streets are most likely to be the ones or what other plans are likely to be made & when these issues would be decided upon definitly. I would appreciate it.

Respectfully
Robert M Bland

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FOR FILING
29-1116
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D

Salem, Oregon
November 9, 1948

46[illegible]

Mr. H. G. Smith
Construction Engineer
Office

With no commitment as to construction, the Highway Commission has authorized a survey for a one-way street plan in Redmond. The plan will be based on the use of 5th Street for north-bound traffic.

In preparing plans, provision should be made for curbs and full width pavement for such business section as the 5th Street route may traverse. The balance of the improvement will consist of 24-foot asphaltic concrete pavement, with 10-foot shoulders.

You may submit a request for survey.

W. C. Williams
Assistant State Highway Engineer

WCW:me

October 28, 1948

Mr. R. E. Park
City Attorney
Redmond, Oregon

Dear Mr. Park:

This note is to confirm my telephone conversation of a few moments ago and to inform you that I have reserved 15 minutes of time for the discussion of the one-way street plan in Redmond proposed at the previous meeting of the Commission at the meeting of the Commission to be held in Portland on Thursday of next week, November 4.

The meeting place is in the Green Room of the Imperial Hotel. The 15-minute period that I am reserving for your delegation will start at 3:15 p.m. on that day.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec

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FOR FILING
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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 28, 1948

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. R. H. Baldock

Mr. W. C. Williams

I have just received a telephone call from Mr. R. E. Park, City Attorney of Redmond, requesting another hearing before the State Highway Commission at its meeting next week to discuss the proposed one-way street plan for the City of Redmond. I tried to talk him out of it and I may have succeeded, but at the present time it is his intention to appear before the Commission.

I have reserved 15 minutes of time for Mr. Parks starting at 3:15 p.m. on Thursday, November 4.

HBGlaisyer Jr

Secretary

HBG:eo

REFERRED TO
Williams
By Chief Engineer

Can we get this
in major Betterment
program?

RECEIVED
MAR 19 1947
FOR FILING

March 18, 1947

Mr. J. S. Kasserman, Chairman
Street Committee
Redmond, Oregon

Dear Mr. Kasserman:

Reference is made to your letter of March 5th concerning the requests made by your City in April and July of last year for an improvement of Fifth Street with the view of using that street, together with Sixth Street, in a one-way street plan for Highway U. S. 97.

The Highway Commission has not as yet indicated what action may be taken in regard to this prospective improvement. It is not included in the three-year postwar program of improvements in municipalities on which we are now working. Present uncertainty of the Department's income makes it inadvisable to venture a guess as to when it may be acted upon.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:SM

REC[illegible] OF ASSIGNMENT

48

DESCRIPTION: Let of Mar 5 from City of Redmond re/considerat[illegible] to Improvement of Fifth Street

DATE: MARCH 13, 1947 ASSIGNED TO: PROBERT

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
(Investigation and such action as is necessary
(Please prepare reply for my signature
X (Please see if it is in the budget and prepare an answer.

REPORT RECEIVED: 3-18-47

REMARKS: H

OFFICE OF RECORDER

CITY OF REDMOND

REDMOND, OREGON

March 5, 1947

Mr. R. H. Baldock,
State Highway Engineer,
Salem,
Oregon.

Dear Mr. Baldock:

The City of Redmond Planning Commission is working on a master plan for the improvement of street and traffic conditions within the City.

The Commission has requested the Street Committee to ascertain what consideration has been given to a request made by the City for the improvement of Fifth Street in our letter of April 5th, 1946 and again referred to in a letter dated July 10th, 1946.

We thank you for any information you may give us at this time and await your early reply.

Very truly yours,

J.S. Kasserman

Chairman
Street Committee.

RECEIVED
MAR 1 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 10 1946
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 30th, 1946

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The estimated cost of a one-way street system through the City of Redmond with north-bound traffic using Fifth Street is $60,000 for a B-2 surfacing.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

OFFICE OF RECORDER

CITY OF REDMOND

REDMOND, OREGON

July 10, 1946.

Mr R. H. Baldock,
State Highway Engineer,
Salem,
Oregon.

Dear Mr. Baldock:

In reference to your letter of April 27, 1946 with regard to the routing of traffic through the City of Redmond, Oregon we wish to advise you of the recent developements.

Your letter of the 27th was read before the Redmond Chamber of Commerce and after several weeks of open discussion among the members, the Chamber has notified the City Council that they are willing to accept your judgement.

The Chamber realizes that your constant study of traffic matters gives you a knowledge far superior to the average citizen although their preference is that Fifth Street be an alternate route. We assure you of our continued cooperation if in your opinion one way traffic on Fifth and Sixth streets is more desireable.

Therefore will you kindly call this letter to the attention of the State Highway Commission for their earliest consideration as it is the desire of the Redmond City Council to have this problem settled before it is further complicated by the continuing growth of the City of Redmond.

We wish to thank you for the time and effort you have spent on our traffic situation, and would appreciate any further advice that you may give us.

Very truly yours,

Fred Hodecker

Chairman Street Committee.

RECEIVED
JUL 1 1 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 9 1946
FOR FILING

[illegible] 8/19/46

FORM E-90 25M 2-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 2, 1946

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The City of Redmond has asked for co-operation in improving E Street (Ochoco Highway) to a 40-foot width. Chandler recommends that the improvement be confined to the two blocks between 4th and 6th Streets, which would not be depressed if a grade separation was eventually constructed. His estimated cost for the two blocks is $2,090.00.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:ER

FORM E-30 25M 7-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED

Bend, Oregon
June 17, 1946

SUBJECT: Work for City of Redmond

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Referring to your letter of May 21st concerning surfacing suggested by the City of Redmond on the Ochoco Highway between 5th Street and the Central Oregon Irrigation District right of way, advise as follows:

Two blocks between 6th and 4th could be improved without question. Beyond, there is a probability of a grade separation at some future date. Before the war this latter improvement was being considered. This would, no doubt, be an undercrossing. Street grades would be changed as far as far as 4th Street. If the City would take care of sidewalks, curbs, gutters, sewers and public utilities, I would recommend adequate surfacing and bituminous macadam be constructed by the State. Cost would be:

400 cu. yds. cinders	@	$2.00	= $ 800.00
2200 sq yds O-11	@	.50	= 1100.00
			$1900.00
10% Supervision			190.00
Total			$2090.00

This estimate would take care of two blocks only.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me

Noted: Wm E. Chandler

City Gen

Salem, Oregon
May 21, 1946

Mr. W. E. Chandler
Division Engineer
State Highway Department
1290 Wall Street
Bend, Oregon

Dear Sir:

Herewith copy of a letter from John Berning, Street Superintendent for the City of Redmond, concerning certain work which they contemplate on "E" Street between 5th Street and the Central Oregon Irrigation District right of way. Will you kindly provide us with an estimate of cost on this proposed project at your earliest convenience.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:ER

Enc.

OFFICE OF RECORDER

CITY OF REDMOND

REDMOND, OREGON

May 17, 1946.

Mr. R. H. Baldock,
State Highway Engineer,
Salem,
Oregon.

Dear Sir:

The City of Redmond is planning to do some street improving on L Street between [illegible]th street and the Central Oregon Irrigation District right of way by installing curbs and gutters and drainage facilities.

It is planned to do this by removing scales, curb operated garages, blacksmith shops, etc.

We are wondering if the State Highway Department would enter into the improvement program by laying of oil macadam the full width of the street which is 40 feet. We feel this would greatly improve the street by the elimination of mud holes. Also would be able to sweep and flush the street and keep it clean. Would also have better control of parking by enforcing next to curb parking which would improve traffic conditions in that locality.

Trusting you will give this favorable consideration, we remain,

Very truly yours,

Berning
Street Superintendent.

RECEIVED

RECEIVED
MAY 20 1946
OREGON
STATE HIGHWAY COMMISSION

REDMOND

RECEIVED
FOR FILING

April 27, 1946

Mr. Fred Hodecker
Chairman, Street Committee
City Council
Redmond, Oregon

Dear Mr. Hodecker:

This will acknowledge your letter of April 5 with regard to proposed truck route in the City of Redmond. Notwithstanding certain degree of relief which would be afforded by your proposed plan, from the standpoint of over-all traffic hazards a very acute condition would exist at the north and south junction points of the truck by-pass with the highway proper. To be more specific, heavy, slow-moving, commercial vehicles moving on or off the highway proper from the truck by-pass at these junction points would create a very hazardous condition. This latter condition is not a conjecture on our part, by any means, but is borne out from past experience wherein special truck routes have been initiated. All things considered, I would not recommend the plan.

I do believe that 5th Street could be utilized to advantage in conjunction with 6th Street in the setting up of a one-way street plan for the highway route through town.

As you may no doubt know, we have the one-way street plan in operation in Eugene and Medford, and similar plans are under consideration in other cities, notably Klamath Falls, Pendleton, and Tillamook. I may say where the system has been installed, "before" and "after" accident experience indicates reduction as high as 40 percent, and, in addition, traffic has been speeded up and congestion minimized.

I invite your consideration to the one-way street plan as outlined, and will be glad to hear your reaction with respect thereto.

You, of course, realize that I cannot make any commitments about financing the cost of the job. That is a matter for the Commission.

Very truly yours,

RHB:HH

R. H. Baldock
State Highway Engineer

cc to F. B. Crandall

OFFICE OF RECORDER

CITY OF REDMOND

REDMOND, OREGON

April [illegible], 1946.

RECEIVED

State Highway Commission,
Salem,
Oregon.

Gentlemen:

Since discussing our traffic problems with the commission last July and following advice received regarding Fifth street, the City Council, the Chamber of Commerce and other interested groups have been making a further study of the traffic situation on Sixth street and offer the following suggestions.

1. That Fifth Street be improved and surfaced from some feasible connection with The Dalles-California Highway near the north city limits of Redmond to F street.

2. That F street be opened and improved from Sixth to Fifth street.

3. That a connecting street be constructed from Fifth and F to Third and M streets west of and parallel to the Pilot Butte Canal.

The paramount problem of concern in the handling of traffic in Redmond at presentis that created by trucks using the present route of The Dalles-California Highway (Sixth Street) and the Ochoco Highway (B street).

The industrial area of this city is located in the easterly section adjacent to the railroad tracks. For this reason we feel that it would be desireable to develop Fifth street as a truck route rather than Seventh street as requested of the Highway Commission when we appeared before them July 9th, 194[illegible].

If the recommendations made herein were adopted trucks and other vehicles passing through Redmond from the south or west and proceeding north on The Dalles-California Highway could use Fifth street. Traffic coming from these directions desiring to go to the industrial area or east on the Ochoco Highway could use the connection mentioned in recommendation 3. Traffic in the reverse of these directions could use these same routes.

Trucks and other traffic coming from the industrial area or the Ochoco Highway and desiring to go north on The Dalles-California Highway could use E and Fifth streets avoiding the congestion on Sixth street and vica versa.

We feel that this plan, if adopted, would eliminate the traffic problem in Redmond and therefor present it for your consideration.

Very truly yours,

REDMOND CITY COUNCIL

By Fred Hodecker
Street Committee

REDMOND CHAMBER OF COMMERCE

By Ella Lynch
Chairman Highway Committee

RECEIVED
FEB 8 1946
STATE HIGHWAY COMMISSION

RECEIVED
NOV 2 1945
FOR FILING

M. A. LYNCH, PRES. M. F. ROBERTS, V. P.

Lynch & Roberts
THE QUALITY STORE
REDMOND, OREGON

J. R. ROBERTS, SECRETARY-TREASURER

[illegible]
Petition
Deschutes Co.

10/31/45,

Redmond

H,B,Glaisyer,
Salem Ore.
Dear Mr Glaisyer,

Thanks for your letter of the 16th inst with reference to the action of the Commission regarding alternate routes through Redmond.

I am sorry that we could not have had a represenative present during the discussion of this project and will look foward to this for another time.

With kindest personal regards I beg to remain,

Very Truly Yours,

M A Lynch

NOTED

RECEIVED
NOV 2 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 29 1945
FOR FILING

Maint
Traffic Regula
Traffic Routing

Redmond

October 16, 1945

Cross Referenced To
[illegible]
Petitions
Deschute Co.

Mr. M. A. Lynch
Redmond, Oregon

Dear Mr. Lynch:

On July 9, 1945, you headed a delegation from Redmond that appeared before the State Highway Commission regarding the rerouting of truck traffic along 7th Street in order to relieve the congestion on 6th Street, route of The Dalles-California Highway, and you suggested at that time certain improvements to 7th Street to accommodate truck movements.

You will recall that the Highway Commission instructed the Engineer to make an investigation of the matter. Such investigation has been made and the report was rendered to the Commission at its meeeting on September 24, 1945.

It appears that two routes were considered; viz., the 7th Street route as suggested by you and the route along 5th Street; also, that to properly improve either of these streets by construction of pavement, sidewalks, curbs, etc. it would cost approximately $100,000.

Due to the expense involved, the Highway Commission could not see its way clear to approve the project at this time; however, it will be given reconsideration when the Commission formulates its 1946 budget, although no promise or commitment has been made relative thereto. I thought you should have this information.

With best regards, I remain

Sincerely yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec

FORM E-30 25M 8-44

AGENDA
[illegible]

6a

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 21st, 1945

SUBJECT: Redmond Truck Route

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Mr. Chandler has investigated two routes, #1 a block west of the existing highway and #2 a block east of the existing highway, as a truck route through Redmond. He advises that a concrete pavement plus concrete sidewalks and curbs would cost approximately $100,000 for either route.

Mr. Chandler's letter is attached.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30 20M 11-44

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

[illegible] SEP 17 1945

Bend, Oregon
September 14, 1945

SUBJECT: Redmond Truck Route

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

As per your request of July 10th for course of truck route by-passing the highway street through Redmond, advise that I investigated this route this morning. A concrete pavement 40 feet wide, plus concrete side walks and curbs would cost approximately $100.000. On this map I have shown in orange two alternate routes, either one could be used at about equal cost.

I contacted Mr. Mike Lynch concerning these two alternate routes and he seemed rather more interested in route No. 1. I then discussed with him the possibility of a one way street plan, either of which alternate could be used. He seemed very much interested and stated that he would discuss the matter with the City Council and would, undoubtedly, write to the Commission or Mr. Baldock to come to Redmond and discuss the one way route idea. He understands that if one way streets should be used, this would still not take care of the truck routing. He thought there would be a possibility of this truck routing not using either of the one way streets.

Undoubtdly, you will hear from Mr. Lynch or the City of Redmond.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me
Incl.

RECEIVED
OCT 26 1945
FOR FILING
Main
Traffic [illegible]
Traffic Routing

D

Salem, Oregon
July 10, 1945

Truck route through Redmond

Mr. H. G. Smith

Yesterday at Commission meeting, Mr. M. A. Lynch of Redmond appeared with a request for the State to build a truck route through Redmond on Seventh Street in order to remove this traffic from Sixth Street, the route of US97, which is claimed to be congested by reason of the truck traffic.

Please make an estimate of cost for building a pavement, including curbs and gutter, of sufficient strength to withstand logging traffic along the route of Seventh Street.

R. H. Baldock

RHB:HI
cc Mr. C. B. McCullough

July 5, 1945

Mr. M. A. Lynch
Lynch & Roberts
Redmond, Oregon

Dear Mr. Lynch:

I have just received your letter of the first instance regarding the next meeting of the State Highway Commission and hasten to reply.

The next regular meeting of the Commission is scheduled to be held on Monday of next week, July 9, 1945. The meeting will be held in the Stock Exchange Room of the Imperial Hotel and will start with the opening of bids at 9:00 a.m. The Commission will be pleased to grant your committee a hearing at such meeting. I have scheduled your appearance for 10:00 a.m., which I trust is satisfactory.

Anticipating the pleasure of greeting you at the meeting, I remain with kindest personal regards

Sincerely yours,

[illegible] 9.30 a.m.

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee

Salem, Oregon
July 5, 1945

Committee from Redmond
appearing before the
Commission meeting, July
9, 1945

Mr. R. H. Baldock
State Highway Engineer
OFFICE

Dear Sir:

Mr. M. A. Lynch and a committee from Redmond are to appear before the State Highway Commission at its meeting on July 9, relative to a matter which pertains to street improvements. I have scheduled their appearance for 10:00 a.m.

Very truly yours,

Secretary

HBG:ee

M. A. LYNCH, PRES. M. F. ROBERTS, V. P.
Lynch & Roberts
THE QUALITY STORE
J. R. ROBERTS, SECRETARY-TREASURER
REDMOND, OREGON

~~AGENDA~~
~~JUL [illegible] 1945~~

D

6-a

7/1/45.

Mr H.B.Glaisyer,
Salem Ore.
Dear Mr Glaisyer,

Will you kindly let me know the date of the next Highway Commission meeting and if they will be able to hear committees from the country,
Also will you kindly make appointment for a committee to be heard from Redmond, on matter pertaining to street improvement by the state.
With kindest personal regards beg to remain,

Very Truly Yours,

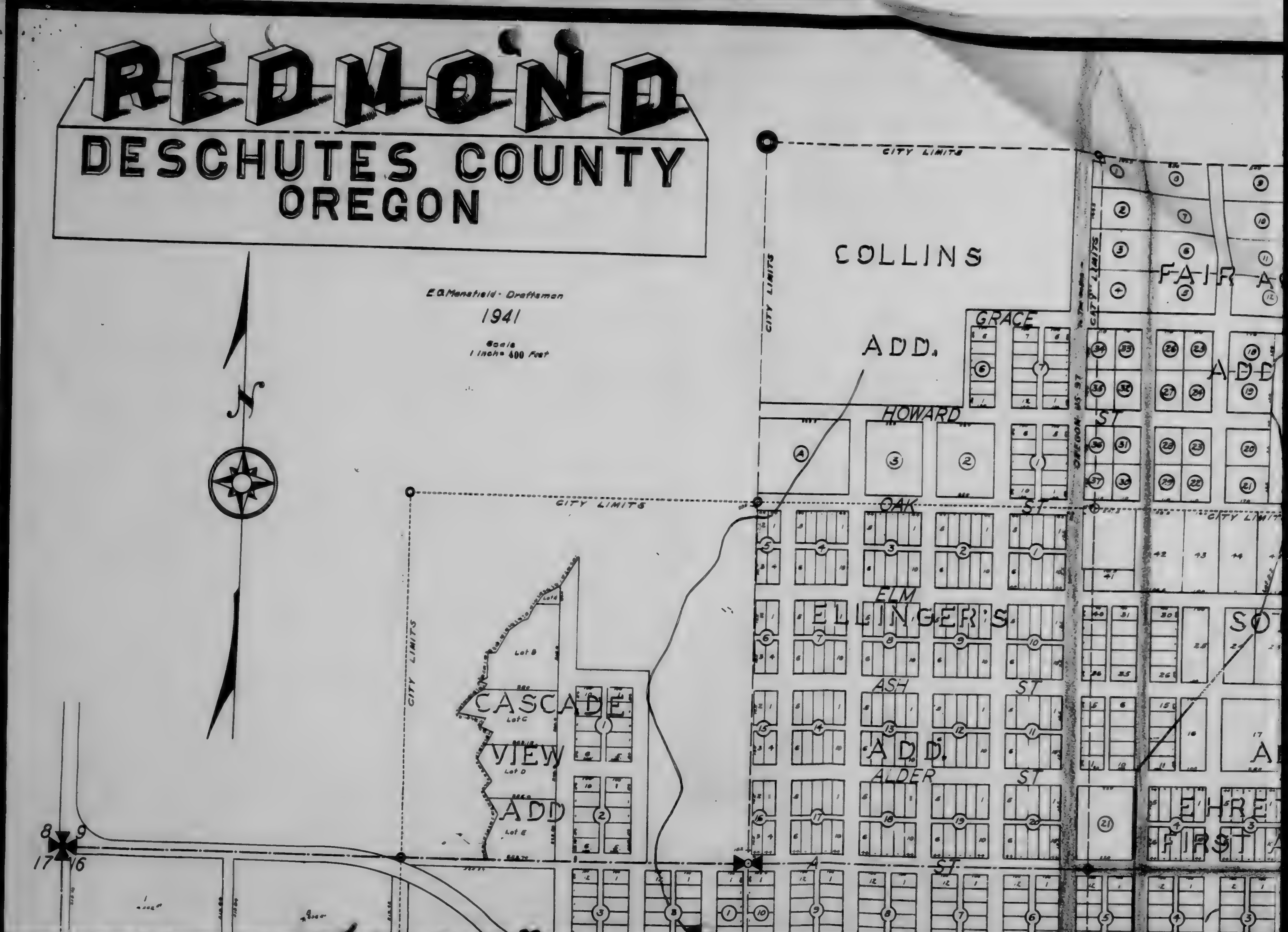
M A Lynch

9:30 a.m.

ANSWERED
H. B. GLAISYER

RECEIVED
JUL [illegible] 1945
STATE HIGHWAY COMMISSION

D



REDMOND
DESCHUTES COUNTY
OREGON

E.G. Mansfield · Draftsman

1941

Scale 1 Inch = 400 Feet

N
CITY LIMITS
COLLINS ADD.
GRACE
HOWARD
OAK ST
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CASCADE VIEW ADD
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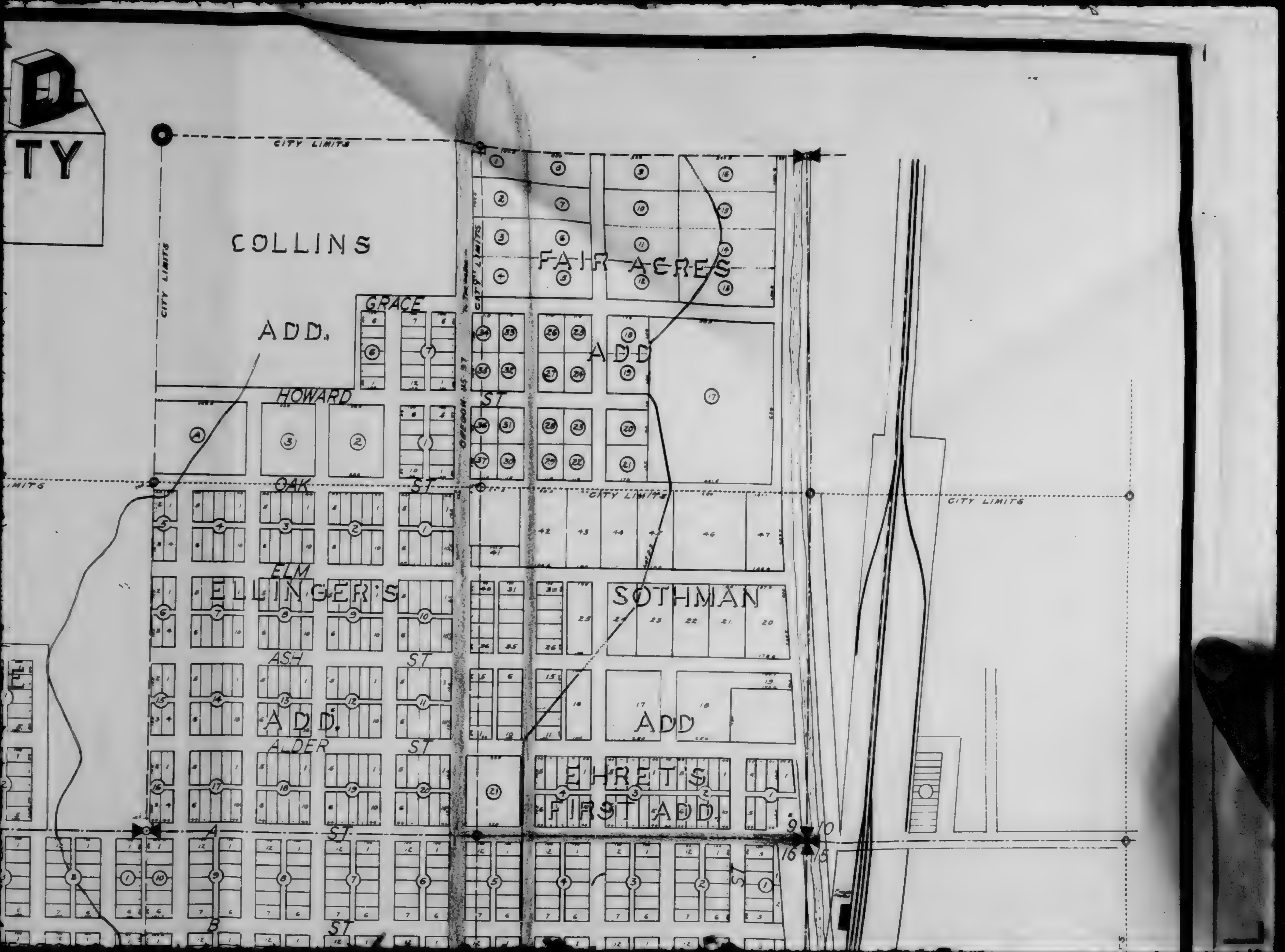

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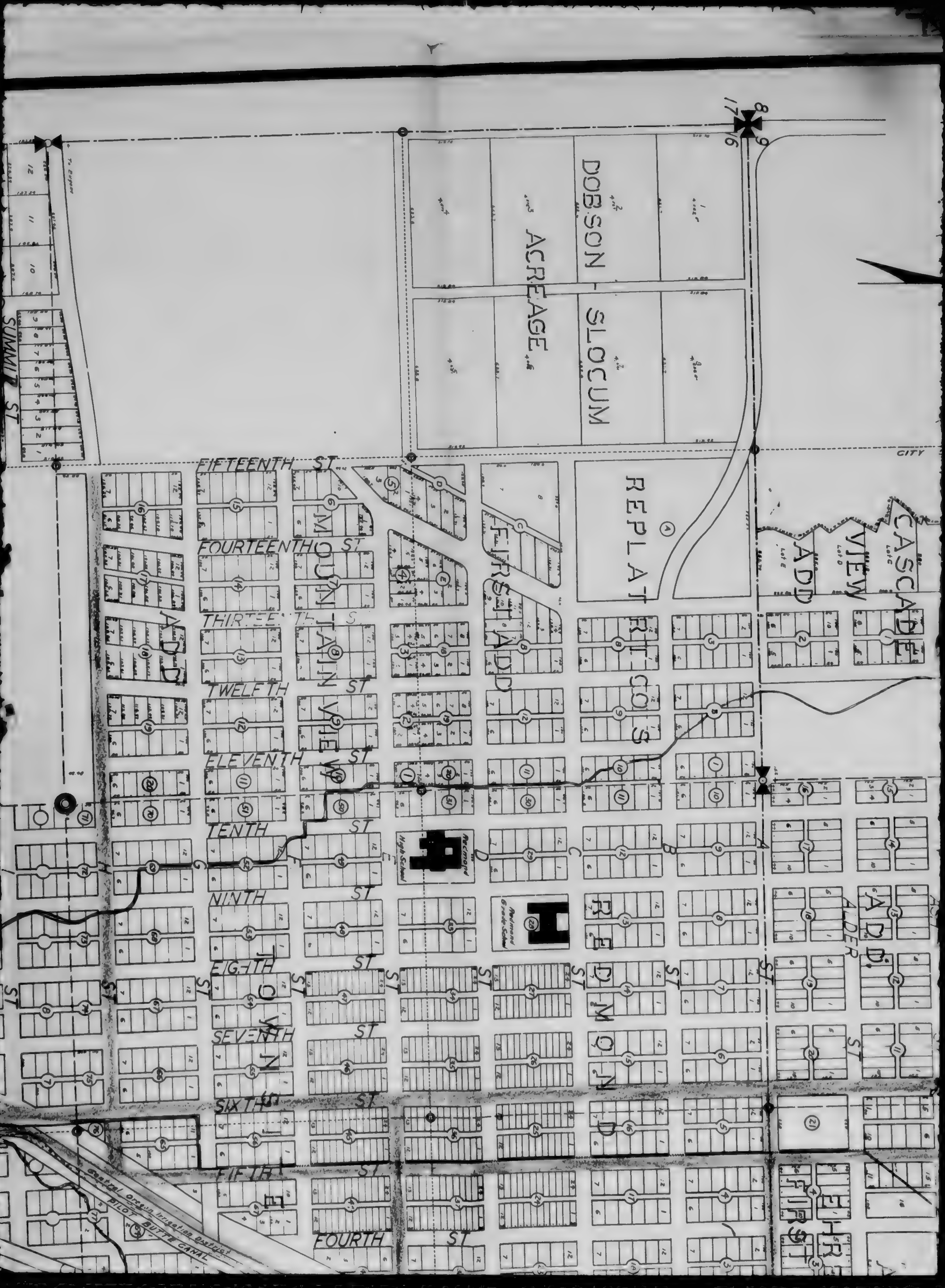
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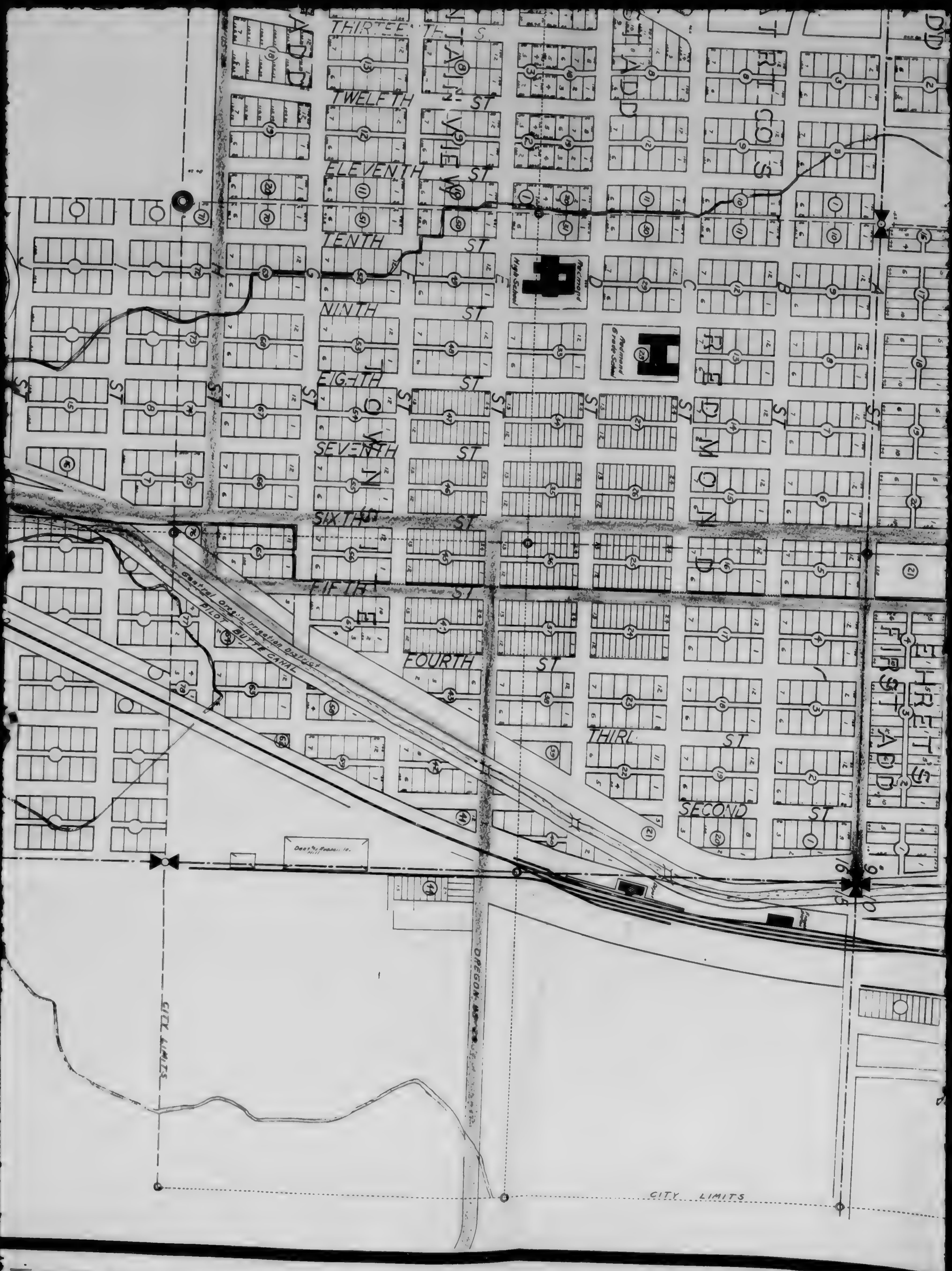
Redmond Grade School
Central Oregon Irrigation District
PILOT BUTTE CANAL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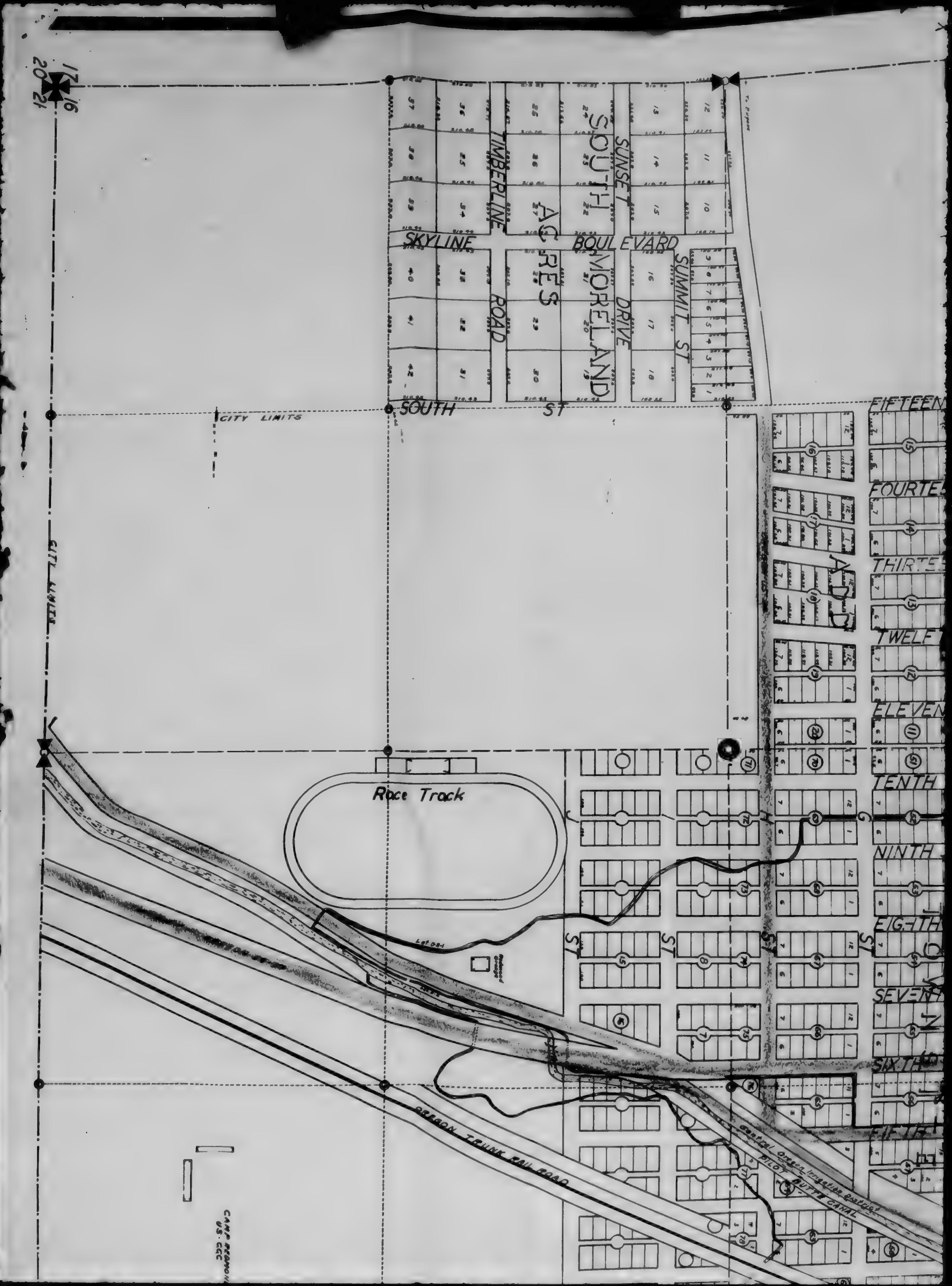
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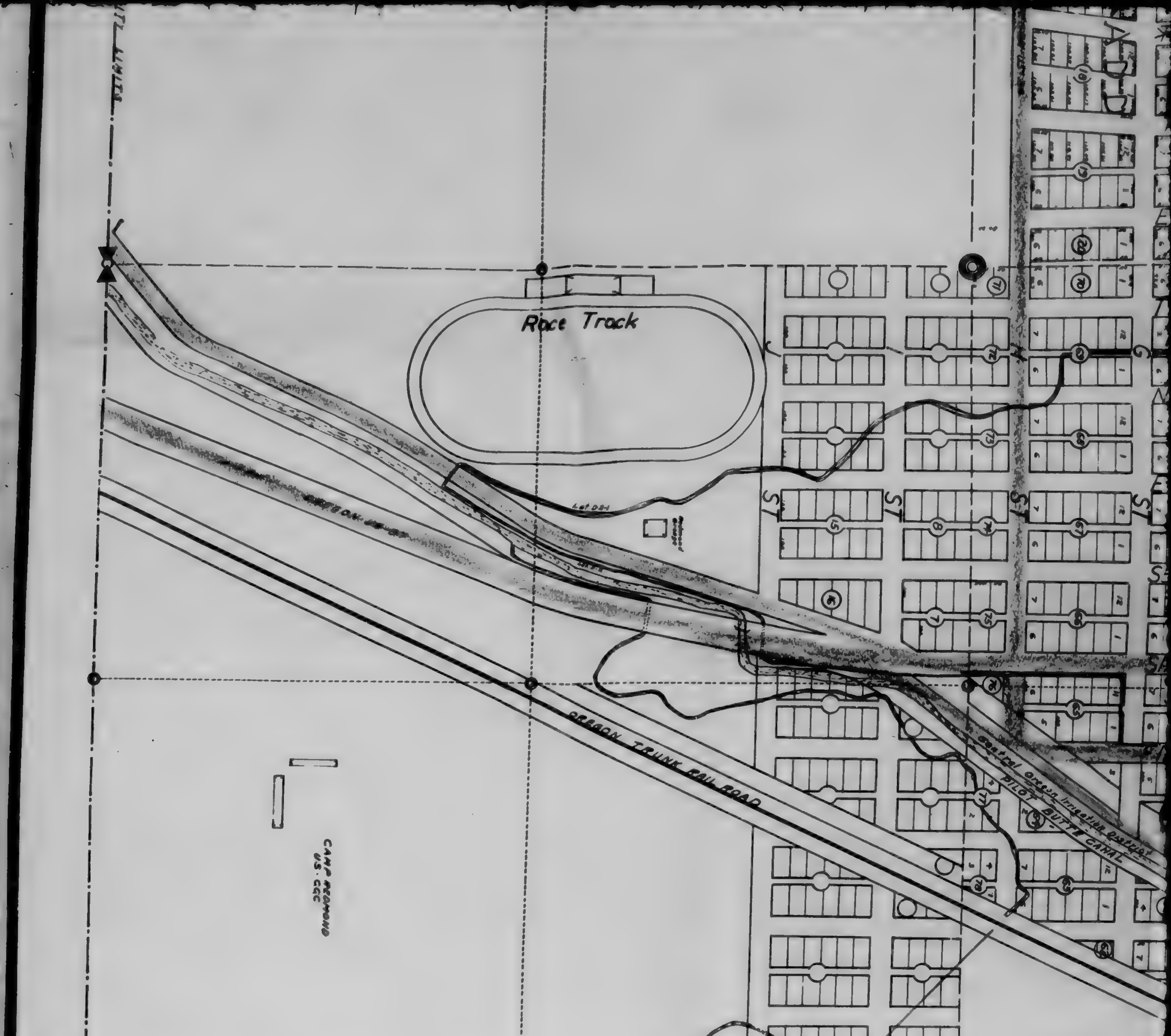
Race Track
OREGON TRUNK RAIL ROAD
Central Oregon Irrigation District
PILOT BUTTE CANAL
CAMP REDMOND
U.S. CCC



Race Track
OREGON TRUNK RAIL ROAD
Central Oregon Irrigation District
PILOT BUTTE CANAL
CAMP REDMOND
U.S. CCC
CITY LIMITS
CITY LIMITS
16
15
21
22
Lot 5

S-235(3) Mill Gulch-Salisbury Sec., 1950
Baker-Unity Hwy.
#3384

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 7, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3384	11-Post-final	Rogers Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5476	R-37708	$ 808.47	April 4, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1951

Time Extensions: None

Completion Date: Aug. 10, 1951

Date Accepted: Aug. 20, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-8-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

NOTED ON CARD

RECEIVED
FOR FILING
J-335(3)

(CONTRACT NO.)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 25, 1952

(EST. NO.)		(CONTRACTOR)
3384	10-final	Rogers Construction Co.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2741	R-34680	$ 10,461.30	2/20/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1951

Time Extensions: None

Completion Date: Aug. 10, 1951

Date Accepted: Aug. 20, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-26-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: FEB 27 1952

2-27-52

RECEIVED
MAR 1 1952
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
February 25, 1952

3384

SUBJECT:

To:

Mr. W. C. Williams
Ass't. State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I am enclosing herewith a letter from Charles McInroe, Superintendent for Rogers Construction Company, addressed to Kevin Laughlin, Resident Engineer at Baker. This letter indicates that a copy was sent to your office and to the office of H.G. Smith, Construction Engineer. I doubt, however, that you ever received a copy of this letter, so I am forwarding the original. The statements made in Mr. McInroe's letter have all been investigated and those worthy of consideration have been reported on. I would also like to advise that Mr. McInroe has never appealed to this office on any of the matters pertaining to the job on Dooley Mountain. In fact, to my knowledge he has not been in the Division Office, or made any attempt to contact either Bickmore or myself, since the contract was let on this project.

On all projects on which Mr. Laughlin has been Resident Engineer this is the only instance where we have received any complaints, either as to his ability as an engineer or the method in which he handled his projects. Contractors working on projects under his supervision, both prior to the Dooley Mountain Job and since, have been high in their praise of Mr. Laughlin's engineering ability and cooperation. In view of these facts I consider the enclosed letter entirely out of order and believe that it shows extremely poor judgement on the part of the writer.

Very truly yours,

E F Chilsey

E. F. CHILSEY
Division Engineer

NOTED
W. C. WILLIAMS

EFC/pd

[illegible] Rogers
Donald C. Rogers

ROGERS CONSTRUCTION CO.
General Road Contractors

11760 N. E. Glisan Street
Portland 16, Oregon
August 29 1951

Mr. Kevin Laughlin, Resident Engineer,
State Highway Commission,
Baker, Oregon.

Dear Sir:

We are returning herewith your price agreement No. 4, for preparation of stockpile sites. We previously sent you a statement on the work done on the stockpile site at MP 28.72 in the amount of $289.43, and again confirming telephone conversation with you regarding preparation of site at MP 35.9, the amount for this work is $100.00. This makes the amount due for the preparation of the stockpile sites $389.43, and not $400.00. We learned years ago to beware of Greeks bearing gifts, and as this particularly applied to you, we only wish to be paid what is due us. That we do desire and expect, and that is also true of the other two claims which we have presented to you on this job.

We notice that you have paid us for the water in question, but have not done anything regarding our just claims for the additional work done on the ditches outside our contract, and also the work performed on the upper pit. We have written you twice on these matters, and have spent considerable time on the telephone trying to straighten you out, but it does not seem to do any good. We have found in our dealings with the Oregon State Highway Commission, that 99.9% of their administrative personnel and engineers are of a capacity big enough to handle a just and fair claim and they have always been big enough in capacity to admit a mistake if it was on their part. However, we should have known that you were the other percent that was not so inclined.

We would now like to know if you want us to bring to light the real facts that you have not put forth in either of your answers to our claim for the additional work you ordered done. We also wish to state that under your supervision and direction, we have completed the most unsatisfactory performance of a State Highway contract, that it has been our pleasure to do for the State Highway Commission in over 15 years of work in an aggregate of over ten million dollars. We have stated to your superiors, and also to the community in which you are located, and they also have the knowledge and realize that thru your know nothing and inexperience that they received a very unsatisfactory job. It would have cost us less to do a better job and the entire state would have benefited, but when you could have had a better job, that was not your desire. The Baker community had a sample last year of one of your jobs, and they again realize that they have another.

We again wish to confirm that we do not want to do the type of construction jobs for the Highway Commission that you want done, and will be very glad to receive our final estimate on the job as soon as possible, and believe that you have had sufficient time to get this matter in the proper channels. We will take the matters in question up with the proper authorities as long as you do not want to recognize any payment for the additional items of work you ordered done.

Yours very truly,
Rogers Construction Co.
/s/ Chas. McInroe

cc W. C. Williams
H. G. Smith

RECEIVED
FEB 7 1952
FOR FILING

[illegible]

February 6, 1952

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

On October 15, 1951 we advised that final payment would be released to Rogers Construction Co. in connection with contract No. 3384, covering the Mill Gulch-Salisbury Section of the Baker-Unity Highway, on or after October 25, 1951 in the amount of $8,644.44.

Please be advised that a revised final payment will be released to the contractor immediately in the amount of $10,461.30, The revised total contract amount is $234,111.18, of which amount $1,816.86 represents force account items.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

FILED ON CARD
2-6-52, g

RECEIVED

FOR FILING

January 24, 1952

NOTED

FINAL COST ANALYSIS
Mill Gulch-Salisbury Section

Contract #3384

Grading, Surfacing & Oiling

Prefix [illegible]-1019 S-235 (3)

Contractor-Rogers Construction Co.

Resident Engr.-Kevin Laughlin

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
***Clearing & Grubbing	All		$	$	$ 327.11	$ 500.00
***Trench Exc.	108.07	Cu. Yd.	3.00	1.87	203.27	324.21
***Borrow "	6137	" "	.40	.32	1,963.84	2,454.80
***General "	24316.1	" "	.50	.29	7,051.67	12,158.05
***Truck haul on borrow	4538.5	Yd. Mi.	.20	.13	590.00	907.70
***Truck Haul	2096.9	" "	.15	.13	272.60	314.54
***Fin. R/B & Slopes	1.96	Mile	500.00	325.00	637.00	980.00
*&***18" Corr. Metal Pipe	166	Lin. Ft.	4.00	3.48	577.68	664.00
*&*** 36" " " "	22	" "	15.00	9.80	215.60	330.00
***Salv. Culv. Pipe	93	" "	2.00	1.60	148.80	186.00
*2"-0" Rock in Base	61,425	Cu. Yd.	1.75	1.73	106,265.25	107,493.75
*&**3/4-0" Rock in Shlds.	4554	" "	2.20	2.07	9,426.78	10,018.80
*&**Sprinkling	2507.1	M/Gal.	3.00	2.63	6,593.67	7,521.30
*&**Prep. of Base	15.87	Mile	100.00	62.97	999.33	1,587.00
*&**Furn. & Pl. Aggr.	10,483	Cu. Yd.	3.30	3.32	34,803.56	34,593.90
** " " " 150-200 Asphalt	781.5	Ton	39.00	39.55	30,908.33	30,478.50
** " " " RS-1 Emul. Asphalt	210.54	"	44.00	43.91	9,244.81	9,263.76
*3/4"-½" Cr. Rck. in S.P.	2332.5	Cu. Yd.	2.00	1.87	4,361.78	4,665.00
*½"-¼" " " " "	1558.2	" "	2.00	1.87	2,913.83	3,116.40
*¼"-0" " " " "	1027.6	" "	2.00	1.87	1,921.61	2,055.20
*S.P. Screen Rejects in Stockpile	1477.9	" "	.25	.25	369.48	369.48

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*S.P. Screen Rejects on Rd.	264	Cu. Yd.	$ .25	$ .25	$ 66.00	$ 66.00
*S.P. Hauling Screen Reject on Road	441	Yd. Mi.	.12	.12	52.92	52.92
*S.P. " " " in S. P.	762.2	Yd. Mi.	.12	.12	91.46	91.46
P.A. #1 Pur. Excess 151-200 Asphalt	11.93	Ton	31.36	31.36	374.12	374.12
*P.A. #2 " " $\frac{1}{4}$"-0" Aggr. in S. P.	370.3	Cu. Yd.	2.40	1.87	692.46	888.72
*P.A. #3 " " 1$\frac{1}{4}$"-3/4 Aggr. in S. P.	187.2	" "	2.40	1.87	350.06	449.28
*P.A. #4 Prep. of 2 S.P. Sites & Const. Haul Rd.	All	All	389.43	147.70	295.40	389.43
*Rk. Cr., Hauled & Stockpiled for Allen Sackett on Contract #3353	7533	Cu. Yd.	2.60	1.97	14,840.01	19,585.80
Force Account					1,595.67	1,816.86
					$238,154.10	$253,696.98

	Gross Rev.	Total Cost	Profit	% of Profit
* Rogers Constr. Co.	$223,161.89	$210,582.50	$12,579.39	5.6%
** McKenzie and Babler	17,935.32	16,167.31	1,768.01	9.8%
*** Allen Sackett	12,599.77	11,404.29	1,195.48	9.5%
	$253,696.98	$238,154.10	$15,542.88	6.1%

Mill Gulch-Salisbury Section
Contract #3384
To All Contractors
Detail of Cost

Labor:				
Labor			$85,088.57	
Labor Insurance			6,369.42	
				$ 91,457.99
Materials:				
18" C.I.P.	166'	at $ 2.25	$ 373.50	
36" C.I.P.	22'	" 7.16	157.52	
18" Bands	11	" 3.43	37.73	
36" Bands	2	" 7.07	14.14	
151-200 Asphalt	793.43 Tons	" 20.00	15,868.60	
RS-1 Emuls. Asph.	210.54 "	" 24.36	5,128.75	
Freight on Asph.	1003.97 Tons	at 10.40	10,441.29	
				32,021.53
Equipment Rentals & Misc. Supplies:				
Equipment Rental (Owned)			$67,909.93	
Equipment Rental (Hired)			8,722.86	
Gas, Oil & Grease			17,888.50	
Bond			1,433.59	
P.L. & P.D. Insurance			1,742.21	
P.U.C.			325.00	
Small Tools & Misc. Supplies			2,860.55	
General Overhead			7,226.44	
Explosives			6,210.50	
Freight & Cartage			355.00	
				114,674.58
Total Cost				$238,154.10

Mill Gulch-Salisbury Section
Contract #3384
Rogers
Detail of Cost

Labor:				
Labor			$71,166.31	
Labor Insurance			5,468.59	$ 76,634.90
Materials:				
18" Corr. Metal Pipe	166'	at $ 2.25	$ 373.50	
36" " " "	22'	" 7.16	157.52	
18" " " " Bands	11	" 3.43	37.73	
36" " " " "	2	" 7.07	14.14	
151-200 Asphalt	793.43 Tons	" 20.00	15,868.60	
RS-1 Emuls. Asphalt	210.54 "	" 24.36	5,128.75	
Freight on Asphalt	1003.97 Tons	at 10.40	10,441.29	32,021.53
Equipment Rentals & Misc. Supplies:				
Equipment Rental (Owned)			$60,310.26	
Equipment Rental (Hired)			7,785.36	
Gas, Oil & Grease			15,350.58	
Bond			1,433.59	
P.L. & P.D. Insurance			1,644.71	
P.U.C.			244.80	
Small Tools & Misc. Supplies			2,510.55	
General Overhead			6,435.72	
Explosives			6,210.50	101,926.07
Total Cost				$210,582.50

Mill Gulch-Salisbury Section
Contract #3384
Sackett

Detail of Cost

Labor:		
Labor	$4,366.26	
Labor Insurance	327.47	
		$ 4,693.73
Equipment Rental & Misc. Supplies:		
Equipment Rental (Owned)	$4,128.87	
Equipment Rental (Hired) Fully operated	937.50	
Gas, Oil & Grease	692.65	
Small Tools & Misc. Supplies	350.00	
General Overhead	504.04	
P.L. & P.D. Insurance	97.50	
		6,710.56
Total Cost		$11,404.29

Mill Gulch-Salisbury Section
Contract #3384
D. F. McKenzie

Detail of Cost

Labor:		
Labor	$9,556.00	
Labor Insurance	573.36	
		$10,129.36
Equipment Rentals & Misc. Supplies:		
Equipment Rental	$3,470.80	
Gas, Oil & Grease	1,845.27	
P.U.C.	80.20	
Field Office & Overhead	286.68	
Freight & Cartage	355.00	
		6,037.95
Total Cost		$16,167.31

Mill Gulch-Salisbury Section
Contract #3384

Remarks:

This was a Federal Aid Secondary Project for grading 1.95 miles of highway roadbed and surfacing and oiling 15.87 miles of roadbed on the Mill Gulch-Salisbury Section of the Baker-Unity Highway, in Baker County.

This project was bid and awarded August 21, 1950, work was started September 14, 1950, and completed August 12, 1951.

Allen Sackett, the grading contractor, that had the contract for grading, surfacing and oiling of the Salisbury-Poker Creek Project did the clearing and grading on this project. The clearing was very light consisting of brush and small pine trees. A good profit was realized on the clearing.

The grading consisted of dirt and loose rock which was moved with two D-8 cats and carryalls with a D-8 cat used as a pushcat, no ripping was required.

The grading contractor also placed the culvert pipe and salvaged the culvert pipe.

The contractor moved in a D-8 cat and dozer to the specified quarry site #2 located 0.15 mile easterly from the highway at Mile Point 35.9 of the Baker-Unity Highway on February 12, 1951, and started stripping and opening the face of the quarry preparatory to drilling a coyote hole, started drilling the coyote hole February 21, and completed the drilling, loading and blasting March 9, 1951.

The crushing plant was set up simultaneously with the drilling operation. The contractor's started crushing rock March 15, 1951, and completed crushing at this setup April 25, 1951. Very good production was made on the crushing, producing an average of 125 cubic yards per hour. The rock was loaded in the quarry with a 2½ cubic yard shovel and hauled to the crusher with two dumptors, the crushed base rock was hauled to the road with four 6 cubic yard trucks, and three 12 cubic yard Euclid bottom dump trucks. Equipment used on the street was two graders, two rollers, and one water wagon.

The contractor moved his crushing plant to the #1 quarry site located and extending from 1 to 1.25 miles easterly (along the Stump Spring Lookout Forest Road) from the highway at Mile Point 29.1 on April 27, 1951. Completed the crusher setup and started crushing May 10, 1951, and finished the crushing July 6, 1951. A screening plant was setup at Mile Point 29.1 at the Maintenance Rock Stockpiles to screen out the excessive dirt.

The rock at this quarry site was rather soft and very difficult to drill and blast. The drill crew encountered trouble with drill steel sticking and when the holes were blasted they would make small craters and did not loosen much material. The rock was tough enough that it could not be dug with a 2½ cubic yard shovel without blasting. The average production at this setup was 75 cubic yards per hour due to inability to get enough rock to the crusher.

The oiling was started May 24, 1951, by Babler Brothers, who oiled approximately ¼ of the project, then moved out June 6, 1951, due to snow and rain on the summit at Mile Point 29.1. Good progress was made on the oiling while the weather was nice.

The balance of the oiling was done by D. F. McKenzie Construction Company and started July 16, 1951, and completed August 7, 1951. Mr. McKenzie did the oiling on the Salisbury-Poker Creek Section, which was in the same vicinity. Good progress was made on the oiling.

The contractors had fair bid prices, good equipment and supervision, but low production resulted in only a small profit.

E. H. Clymer
Chief Cost Analyst

By . . . George Kayser

~~W. R. ROGERS~~
DONALD C. ROGERS

ROGERS CONSTRUCTION CO.
General Road Contractors

11760 N. E. GLISAN STREET
PORTLAND 16, OREGON

FOR FILING

December 13, 1951.

Mr. W C Williams,
Assistant State Highway Director,
Salem, Oregon.

re: Mill Gulch-Salisbury Section,
Baker-Unity Highway Cont. 3384.

Dear Sir:

We have several items on the above job which we have tried to settle with your Mr. Laughlin, but to date have been unable to get any place with him. These items are: cleaning ditches not on grading section, clearing at quarry site, and re-scfeening oil rock with which you are familiar.

Mr. Laughlin ordered our superintendent to clean the ditches, and clean out the culverts not on the grading section on March 23rd of this year. I personally made a trip to the job on April 9th, at which time I told our superintendent not to do any more work on the ditches on this section, as it was not in our contract, and read the standard specifications applying to this work to the engineer, Mr. Laughlin, and at that time he agreed to have the State forces finish the other eight miles that we had not cleaned. The attached statement shows what actual time and monies were expended in cleaning the ditches and culverts.

The other item is the clean up on the quarry site before the crushing operation could start. First let me state that I am familiar with the requirements on page 19 of this contract, and am also familiar with the Forest Service requirements as pertaining to this contract, as I talked with the Forest Supervisor at Baker Oregon, with our job superintendent. He explained their rules and regulations and gave us a copy of the Forest Service requirements. When we were ready to move to the quarry site, however, the Forest ranger came out with a special use permit that was special for this particular quarry site, and its conditions were beyond all their regular rules and regulations. We informed your engineer at that time, and he was to take it up with the District Office. However, he informed us that this special use permit had to be done, and that we would have to complete it inasmuch as the State of Oregon had made this special agreement. The agreement called for the trees to be the property of the Forest Service, and all clean-up etc., to be done at no charge to the Forest Service. We fully expected to strip our quarry site and remove all debris therefrom, however we did not expect to have to clean up for every tree that was cut down. Numerous trees and brush were cut down by the Forest Service as far as 1000 ft. away from the quarry site and plant site. We were held up over 10 days waiting for the Forest Service to fall the trees and haul them away, as they had a logging operation in there that was very unsatisfactory to both the Forest Service and us. We feel that we should

NOTED
W. C. WILLIAMS

RECEIVED
DEC 17 1951
OREGON
STATE HIGHWAY COMMISSION

NIERE
NALD C. ROGERS

ROGERS CONSTRUCTION CO.
General Road Contractors

11760 N. E. GLISAN STREET
PORTLAND 16, OREGON

at least have compensation for the additional work done outside of the site used, and our actual payroll is attached for this extra work done.

The screening of the oil rock you are familiar with, and the attached payroll is the actual amount spent without any equipment rental figured for this work, which I believe is very fair.

Summing up these charges, I find that we have the following amounts due us:

Cleaning ditches and culverts outside of contract	allowed	1040.39
Clearing up other that quarry		759.26
Re-screening rock	cancelled	1061.79 cancelled
	TOTAL	2861.44

WCW

Your consideration of the above will be greatly appreciated, as I would like to get this job closed up in its entirety.

Yours very truly,
Rogers Construction Co.,
By Chas W [illegible]

STATEMENT

ROGERS CONSTRUCTION CO.

GENERAL ROAD CONTRACTORS

11760 N E Glisan
[redacted]
PORTLAND 16, OREGON

Oregon State Highway Commission

Salem Oregon.

Mill Gulch Salisbury section- Contract 3384.

Labor screening rock July 11 thru July 22 1951.

Labor W/E July 15	192.23		
Labor W/E July 22	695.66	887.89	
Plus payroll taxes and insurance		82.68	970.57
581 gals diesel fuel @ .157			91.22
			1061.79

Camille

RS CONSTRUCTION CO

KLY PAY ROLL

SCREENING PLANT
Mill Gwich - Salisb ey
CONTRACT 3384 JOB

CONTRACT NO.

TYPE

FEDER

STATE

COUNTY

NAME	SOCIAL SECURITY NUMBER	WITH-HOLDING EXEMPTION	POSITION	PAY RATE	9 M	10 T	11 W	12 T	13 F	14 S	15 S	TOTAL HOURS	RATE	AMOUNT EARNED SUB-TOTAL	AMOUNT EARNED TOTAL	SOCIAL SECURITY	IND. INS
Homer Paxton				Double													
				1½			2	2	2			6	3.225	19.35	70.95		
				Reg.			8	8	8			24	2.15	51.60			
Marvin Hudson				Double													
				1½													
				Reg.			8	8	4½			20½	2.15	44.08	44.08		
Bruce Hix				Double													
				1½													
				Reg.			8	8				16	2.45	39.20	39.20		
G. O. Gillham				Double													
				1½													
				Reg.				8				8	1.90	15.20	15.20		
J. A. Hooker				Double													
				1½													
				Reg.				8	4			12	1.90	22.80	22.80		
				Double													
				1½													
				Reg.													
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s PLANT
-SALIS[illegible]ry
RAct 3384 JOB

CONTRACT NO.

TYPE

FEDERA

STATE COUNTY

PAYROLL NO. SHEET NO. OF

WEEK ENDING July 15-1951

L TY ER	WITH-HOLDING EXEMPTION	POSITION	PAY RATE	9 M	10 T	11 W	12 T	13 F	14 S	15 S	TOTAL HOURS	RATE	AMOUNT EARNED		DEDUCTIONS					NET AMOUNT DUE	CHECK NO.
													SUB-TOTAL	TOTAL	SOCIAL SECURITY	IND. INS.	WITH'LD'G TAX		TOTAL DEDUCTIONS		
			Double																		
			1½			2	2	2			6	3.225	19.35								
			Reg.			8	8	8			24	2.15	51.60	70.95							
			Double																		
			1½																		
			Reg.			8	8	4½			20½	2.15	44.08	44.08							
			Double																		
			1½																		
			Reg.			8	8				16	2.45	39.20	39.20							
			Double																		
			1½																		
			Reg.				8				8	1.90	15.20	15.20							
			Double																		
			1½																		
			Reg.				8	4			12	1.90	22.80	22.80							
			Double																		
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Reg.				8				8	1.90	15.20	15	20
Double												
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Reg.				8	4			12	1.90	22.80	22	80
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ERS CONSTRUCTION CO

EKLY PAY ROLL

SCREENING PLANT
M. K Gulch-Sa(sBury
Cont 3384 JOB

CONTRACT NO.

TYPE

FEDERAL PROJECT NO.

STATE COUNTY

NAME	SOCIAL SECURITY NUMBER	WITH-HOLDING EXEMPTION	POSITION	PAY RATE	16 M	17 T	18 W	19 T	20 F	21 S	22 S	TOTAL HOURS	RATE	AMOUNT EARNED SUB-TOTAL	AMOUNT EARNED TOTAL	SOCIAL SECURITY	IND. INS.
Homer Paxton				Double													
				1½	2	2	2	2	2			10	3225	32 25			
				Reg.	8	8	8	8	8			40	215	86.00	118 75		
Marvin Hudson				Double													
				1½	2½	3½	1½	4½	3			15	3225	48 38			
				Reg.	3	8	8	8	8			35	225	75 25	123 63		
A. L. Kitts				Double													
				1½	½	2½			1			4	2.85	11 40			
				Reg.	8	8	8	8	8			40	1.90	76.00	87 40		
R. E. Werner				Double													
				1½					1½			1½	2.70	4 05			
				Reg.		8			8			16	1.80	28 80	32 85		
Frank McCambridge				Double													
				1½	½	2	1					3½	3.00	10 50			
				Reg.	8	8	8	8	8			40	2.00	80 00	90 50		
J. A. Hooker				Double													
				1½					1			1	2.85	2 85			
				Reg.		8		8	8			24	1.90	45 60	48 45		
Lee Mulins				Double													
				1½													
				Reg.		2½						2½	1.90	4 75	4 75		
H. E. Fowler				Double													
				1½	2				1½			3½	2.85	9 98			
				Reg.	8				8			16	1.90	30.40	40 38		
Bruce Hirt				Double													
				1½	1½	3½	1½	4½	3			14	3675	51 45			
				Reg.	8	8	8	8	8			40	245	98.00	149 45		
				Double													
				1½													
				Reg.													
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3384 JOB   TYPE
CONTRACT NO.
FEDER[illegible] NO.
STATE   COUNTY
PAYROLL NO.   SHEET NO.   OF
WEEK ENDING July 22-1951

WITH-HOLDING EXEMPTION	POSITION	PAY RATE	16 M	17 T	18 W	19 T	20 F	21 S	22 S	TOTAL HOURS	RATE	AMOUNT EARNED		DEDUCTIONS					NET AMOUNT DUE	CHECK NO.
												SUB-TOTAL	TOTAL	SOCIAL SECURITY	IND. INS.	WITH'LD'S TAX		TOTAL DEDUCTIONS		
		Double																		
		1½	2	2	2	2	2			10	3225	32.25	118.25							
		Reg.	8	8	8	8	8			40	215	86.00								
		Double																		
		1½	2½	3½	1½	4½	3			15	3225	4838	123.63							
		Reg.	3	8	8	8	8			35	215	75.25								
		Double																		
		1½	½	2½			1			4	2.85	11.40	87.40							
		Reg.	8	8	8	8	8			40	1.90	76.00								
		Double																		
		1½					1½			1½	2.70	4.05	32.85							
		Reg.		8			8			16	1.80	28.80								
		Double																		
		1½	½	2	1					3½	3.00	10.50	90.50							
		Reg.	8	8	8	8	8			40	2.00	80.00								
		Double																		
		1½					1			1	2.85	2.85	48.45							
		Reg.		8		8	8			24	1.90	45.60								
		Double																		
		1½																		
		Reg.		2½						2½	1.90	4.75	4.75							
		Double																		
		1½	2				1½			3½	2.85	9.98	40.38							
		Reg.	8				8			16	1.90	30.40								
		Double																		
		1½	1½	3½	1½	4½	3			14	3675	51.45	149.45							
		Reg.	8	8	8	8	8			40	245	98.00								
		Double																		
		1½																		
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the				Reg.	8	8	8	8	8			40	1.90	76.00	87 40
				Double											
				1½					1½			1½	2.70	4 05	
rren				Reg.		8			8			16	1.80	28 80	32 85
				Double											
				1½	½	2	1					3½	3.00	10 50	
McCambridge				Reg.	8	8	8	8	8			40	2.00	80 00	90 50
				Double											
				1½					1			1	2.85	2 85	
Decker				Reg.		8		8	8			24	1.90	45 60	48 45
				Double											
				1½											
lini				Reg.		2½						2½	1.90	4 75	4 75
				Double											
				1½	2				1½			3½	2.85	9 98	
owler				Reg.	8				8			16	1.90	30 40	40 38
				Double											
				1½	1½	3½	1½	4½	3			14	3675	51.45	
Hirt				Reg.	8	8	8	8	8			40	2.45	98.00	149 45
				Double											
				1½											
				Reg.											
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TOTAL															

RECEIVED
OCT [illegible] 1951
FOR FILING

3384

October 15, 1951

The Fidelity & Casualty Co.of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 3384 for work performed on the Mill Gulch-Salisbury Section of the Baker-Unity Highway in Baker County was completed by the contractor, Rogers Construction Co., on August 10 and was formally accepted by the Highway Commission on August 20, 1951.

Final payment in the amount of $8,644.44 will be made to the contractor on or after October 25, 1951. The total contract amount is $232,294.32, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
10-15-51 g(

RECEIVED
SEP 21 1951
FOR FILING

S-235(2)

3384

September 20, 1951

Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Rogers Construction Co. on contract No. 3384, for work performed on the Mill Gulch-Salisbury Section of the Baker-Unity Highway in Baker County.

This payment, in the amount of $16,147.47, will be released to the contractor on or after October 1, 1951. The retained percentage is $6,917.01.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

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SEP 20 1951
FOR FILING

F-2520 (3)

3384

September 20, 1951

The Fidelity and Casualty Company of New York
60 Sansome Street
San Francisco 4, California

Attention Mr. F. M. Reimers:

Rogers Construction Company Contract No. 3384 for work on the Mill Gulch-Salisbury Section of the Baker-Unity Highway in Baker County was completed on August 10 and accepted by the Highway Commission on August 20, 1951.

In our previous letter, the amount paid to the contractor and the retained amount was taken from the estimate of work performed up to August 5. The semi-final estimate of August 10 shows $223,649.88 paid to the contractor and $6,917.01 retained percentage. These figures, however, are not final figures but are the latest information that we have.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

The Fidelity and Casualty Company of New York

BERNARD M. CULVER, CHAIRMAN FRANK A. CHRISTENSEN, PRESIDENT

SAN FRANCISCO BRANCH OFFICE
60 SANSOME STREET, SAN FRANCISCO 4, CALIFORNIA
CARROLL R. YOUNG, RESIDENT MANAGER

America Fore
INSURANCE GROUP

September 14, 1951

3354

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

Re: Bond No. 2306909 - Rogers Construction Co.

Under date of September 21, 1950 we issued this bond involving contract described as, "Mill Gulch-Salisbury of the Baker-Unity Highway, about 10 mi. South of Baker, Baker County. F.A.P. No. S-235 (3). 1.95 miles of grading and 15.87 miles of surfacing and oiling; also furnishing 4,750 cubic yards crushed rock in stockpile."

You have advised us as to the acceptance of the contract as of August 20, 1951 and we are wondering if the total of the amount paid the contractor of $207,502.41 and the retention of $17,919.90 represent the total final contract price. Will you kindly advise in this regard, return envelope for your convenience in replying is enclosed.

Yours very truly,

F M Reimers

F. M. Reimers
Superintendent, Bonding Department

FMR:YV

REFERRED TO
BY SECRETARY

RECEIVED
SEP 19 1951
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

FORM E-30 15M 5-49 31608

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

August 20, 1951
Baker, Oregon

SUBJECT:

NOTED
W. C. WILLIAMS

To: Rogers Construction Co.
11760 N.E. Glisan St.
Portland 16, Oregon

Dear sir;

In answer to your letter of Aug. 14, in regard to cleaning of ditches on the Mill Gulch-Salisbury Project.

The only ditches I ordered cleaned was on the grading section of your project, from M.P. 36.91 to M.P. 35.0 as called for in your contract. The rest of ditches cleaned was not ordered by me and I knew before you ever started cleaning these ditches that it was not called for in your contract and told you this when you referred me to the contract. I knew at this time that the State Maintenance Crew wanted these ditches cleaned and they had told your superintendant they would prepare the sub base on the South side of Dooley Mountain if you clean any of the ditches for them on the North side. I gave no directives in this matter. Both your superintendent and the Maintenance Crew told me of this, which was no particular concern of mine.

I do know that the State Maintenance Crew did finish the sub grade on the South side of Dooley Mountain and there was very little work you had to do in preparing of this part of the sub grade.

I see no reason why the State should pay for any of this work.

Usually a contractor wishing payment for work done, not called for in his contract will get a written order before starting the work.

Enclosed herewith are the tickets for excess water used on the project.

Please send your costs for preparing of stockpile site at M.P. 35.9, which was # requested in my letter of Aug. 7.
When this is furnished along with your Statement of Materials used and their costs as stated in your Contract on page 3 and 4 of the Additional Contract Provisions I can complete the Final Estimate on your contract.

Very truly yours,

Kevin Laughlin

Kevin Laughlin, Res. Eng'r.

cc H.G.Smith
W.C.Williams
E.F.Chidsey

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AUG 22 1951
FOR FILING

S-235(3)

3384

August 14, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 10, 1951 on Contract No. 3384, Mill Gulch-Salisbury Section, in connection with Federal Aid Project No. S-235 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

cc: John Cattrall

5-235-(3)
3384
Form E-1—5M—3-50

FINAL

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 10, 1951, 19

Section Mill Gulch-Salisbury

Kind of work Grad., Surf. and Oiling

Highway Baker-Unity

Section prefix 1-1019-

Contractor Rogers Construction Co.

Contract number 3384

Date of contract August 21, 1950, 19

Date of completion August 31, 1951, 19

Date work started Sept. 14, 1950, 19

Estimated date of completion August 10, 1951, 19

Amount of contract $ 238,932.00

Per cent of time elapsed 94 %

Estimated cost of completed project, exclusive of engineering $ 232,000.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 18,500.00, 8 %

Date project was completed August 10, 1951, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

3/4"-0" shoulder material all placed this week and excess ¼-0" and 1¼-3/4" stockpiled in state stockpile site, completing project.

Final estimate will be delayed, pending the contractors submission of costs for preparation of stockpile sites.

NOTED

The contractor requests payment for 150.5 M. gal. of water--------$301.00
" " " " " cleaning of ditches----------1,040.00
" " " " " cleaning up quarry site, M.P. 29.1-- 759.26

In my opinion these are not just claims as stated in my letters to the contractor Aug. 7, copy to H.G.Smith, W.C.William and E.F.Chidsey.

RECEIVED
AUG 13 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed K. Lang

Address Baker

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.96	15.87		15.87	
Miles partially completed					
Miles completed	1.36	15.87		15.87	
Total estimated quantities	31,400	72,800	4,750	9,600	
Estimated quantities moved or placed to date	30,450	65,979	6,396.2	10,483	
Average daily quantities					
Average daily quantities necessary to complete project on time	completed	completed	completed	Completed	
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		10			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ....1...., Rollers ....1...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	hot		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

State Printing Dept. 38842

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AUG 14 1951
FOR FILING

FORM E-30 15M 5-49 31808

-235

4

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
August 7, 1951

SUBJECT:

To:
Rogers Construction Co.
11760 N. E. Glisan
Portland 16, Oregon

Dear Sir:

Referring to your letter of August 2, 1951, pretaining to work done on quarry pit 1.25 miles east mile post 29.1.

W. C. WILLIAMS

Please refer to your contract, page 19, which reads as follows:

> "The work to be done under this contract lies partly within the limits of the Whitman National Forest and because of this fact, the work must be performed in accordance with such requirements as the U. S. Forest Service may prescribe.
>
> The contractor agrees that he will conduct the work in complete accord with such requirements and that he will be liable for and shall protect the State and its employees against all claims for injury, damage or loss that may be claimed by reason of his failure to so conduct the work.
>
> It shall be incumbent upon the contractor to ascertain from the U. S. Forest Service and other sources of information, the rules, regulations and requirements to be conformed with, and in that connection he is advised that the Forest Supervisor in charge of the Whitman National Forest has his office at Baker, Oregon."

Please refer to my letter of September 22, 1950, which reads as follows:

> "The Forest Supervisor in Baker can get a logging company to remove the trees necessary to allow for an area for your plant setup and quarry pit, if you could get up here and show us the approximate area needed, before it is to late to do any logging this fall.
>
> This referrs to your Mill Gulch- Salisbury Section of the Baker-Unity Highway."

In my opinion you had adequate time to show the Forest Supervisor, or me, where you needed the trees removed to allow for your pit and plant set up.

It was not my directive that you bill the State Highway Department for any work done clearing this site, I mearly stated on the phone, that we would give your statement, that you said you were sending, proper consideration.

The only directive I gave to you or your superintendant was to conform with the Forest Supervisors requirments as is clearly stated in your contract.

Referring to the above, I cannot see how I could rightfully approve of your claim.

Very truly yours,
Kevin Laughlin
Kevin Laughlin
Resident Engineer

cc: H. C. Smith
W. C. Williams
E. F. Chidsey

FORM E-30 15M 5-49 31906

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
August 7, 1951

SUBJECT:

To:
Rogers Construction Co.
11760 N. E. Glisan Street
Portland 16, Oregon

Dear Sir:

Replying to your letter of August 2, 1951, referring to work done out side of contract specifications, " cleaning ditches."

Contradictory to your statement in your letter I did not order this work to be done and further more I gave no orders to your Operators conserning cleaning of ditches.

Your operators started cleaning these ditches without my knowledge what so ever, and I later advised you that this work was not required or called for in the contract.

I therefore cannot see where there is a just claim for any of this work preformed.

Very truly yours,
Kevin Laughlin
Kevin Laughlin
Resident Engineer

cc: H. G. Smith
W. C. Williams
E.F. Chidsey

FORM E-30 15M 8-49 31808

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
August 7, 1951

SUBJECT:

To:
Rogers Construction Co.
11760 N. E. Glisan Street
Portland 16, Oregon

Dear Sir:

In answer to your letter of August 2, 1951, regarding water used on your Mill Gulch- Salisbury Section for which you received no tickets.

This water was used to reset-up the 2"-0" base rock after it had been scarified and reprocessed. This applies to the sections of base rock which had been watered excessively, and I had cautioned the superantendant about using to much water several times when the base rock was first laid. This applies to approxamately 3 miles of surfacing.

Since to much water was used when the base rock was first laid, I feel that it is only fair that extra water used to reset-up the base rock should not be paid for.

Very truly yours,
Kevin Laughlin
Kevin Laughlin
Resident Engineer

cc: H. G. Smith
W. C. Williams
E. F. Chidsey

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

January 12, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-235(3)
Mill Gulch-Salisbury
Section

Dear Sir:

We are enclosing herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

Tom

PR 2 (Revised 1946)

State Oregon
Project No. S-235(3)

Federal Aid Secondary
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 5th day of January, 1951, by and between The Oregon State Highway Commission for the purpose hereof, the Highway Department of the State of Oregon, constituting hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of February, 1950, a program, which was approved on the 20th day of April, 1950, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 2nd day of August, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred twenty thousand and 00/100 dollars ($120,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources ____________ (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 418+00 in the NW 1/4, Section 29, T. 12 S., R. 40 E., W.M., and survey station 103+41.2 in the NE 1/4, Section 36, T. 10 S., R. 39 E., W.M., without exception, ____________, length 15.874 miles, in Baker County, being Oregon Federal Aid / Secondary project No. S-235(3), consisting of 15.874 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ____________ [illegible]h.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

10—11370-2

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred twenty thousand and 00/100 dollars ($120,000.00), which does not exceed the authorized Federal pro rata share of two hundred fifty-two thousand, three hundred seventy-five and 20/100 dollars ($252,375.20), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
H B Glaisyer
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

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JAN 30 1951
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[illegible]

December 7, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Mill Gulch-Salisbury Section, Project No. S-235 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

JMN:cw

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-235 (3)

MILL GULCH-SALISBURY SECTION OF THE BAKER-UNITY HIGHWAY IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 27, 1950

Type Code 5231
Roadway (Sta. 418+00 to 0+00 = 0+00 to 316+83.0 = 0+00 to 103+41.2)

All Required		Clearing and Grubbing		$ 500.00
140	cu. yds.	Trench Excavation, Unclassified	$ 3.00	420.00
4,400	cu. yds.	Borrow Excavation, Unclassified	0.40	1,760.00
27,000	cu. yds.	General Excavation, Unclassified	0.50	13,500.00
8,800	yd. mi.	Truck Haul on Borrow	0.20	1,760.00
4,300	yd. mi.	Truck Haul	0.15	645.00
1.96	miles	Finishing Roadbed and Slopes	500.00	980.00
160	lin. ft.	18" Corr. Metal Pipe	4.00	640.00
20	lin. ft.	36" Corr. Metal Pipe	15.00	300.00
120	lin. ft.	Salvaging Culvert Pipe	2.00	240.00
67,200	cu. yds.	2" - 0" Rock in Base	1.75	117,600.00
5,600	cu. yds.	3/4" - 0" Rock in Shoulders	2.20	12,320.00
1,800	M-gal.	Sprinkling	3.00	5,400.00
15.87	miles	Preparation of Base	100.00	1,587.00
9,600	cu. yds.	Furnishing and Placing Aggregates	3.30	31,680.00
780	tons	Furnishing and Placing 150-200 Asphalt	39.00	30,420.00
220	tons	Furnishing and Placing RS-1 Emulsified Asphalt	44.00	9,680.00
			Subtotal	$229,432.00
			10% Engr. & Cont.	22,943.20
			Total	$252,375.20

Length of Roadway	15.874 miles
Cost per mile	$15,835.65

Federal Secondary Funds- -	$120,000.00
State Funds- -	132,375.20
	$252,375.20

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maint.: Chap. 529, laws 1939

August 1, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of special provision page number one for the Mill Gulch-Salisbury Section, Project No. S-235 (3) on which page the time of receiving bids has been changed to August 21, 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
[illegible]:nd

July 25, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and one copy of program change form to accompany plans and specifications for the Mill Gulch-Salisbury Section, Project No. S-235 (3).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

J.F:gs

Oregon State Highway Department

Federal Aid Secondary
Project No. S-235 (3)

MILL GULCH-SALISBURY SECTION OF THE BAKER-UNITY HIGHWAY IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.

Salem, Oregon, July 25, 1950

Type Code 5231

Roadway (Sta. 418+00 to 0+00 = 0+00 to 316+83.0 = 0+00 to 103+41.2)

All Required		Clearing and Grubbing		$ 1,000.00
140	cu. yds.	Trench Excavation, Unclassified	$ 3.00	420.00
4,400	cu. yds.	Borrow Excavation, Unclassified	0.35	1,540.00
27,000	cu. yds.	General Excavation, Unclassified	0.45	12,150.00
8,800	yd. mi.	Truck Haul on Borrow	0.15	1,320.00
4,300	yd. mi.	Truck Haul	0.15	645.00
1.96	miles	Finishing Roadbed and Slopes	400.00	784.00
160	lin. ft.	18" Corr. Metal Pipe	3.50	560.00
20	lin. ft.	36" Corr. Metal Pipe	9.00	180.00
120	lin. ft.	Salvaging Culvert Pipe	2.00	240.00
67,200	cu. yds.	2" - 0" Rock in Base	1.80	120,960.00
5,600	cu. yds.	3/4" - 0" Rock in Shoulders	2.00	11,200.00
1,800	M-gal.	Sprinkling	2.50	4,500.00
15.87	miles	Preparation of Base	150.00	2,380.50
9,600	cu. yds.	Furnishing and Placing Aggregates	3.50	33,600.00
780	tons	Furnishing and Placing 150-200 Asphalt	42.00	32,760.00
220	tons	Furnishing and Placing RS-1 Emulsified Asphalt	45.00	9,900.00
			Subtotal	$234,139.50
			10% Engr. & Cont.	23,413.95
			Total	$257,553.45

Length of Roadway 15.874 miles
Cost per mile $16,224.86

Federal Secondary Funds- -	$120,000.00
State Funds- -	137,553.45
	$257,553.45

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

July 25, 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) Postwar Federal Aid Secondary Highway Program (Previous program) (Date of approval)

COUNTY Baker Fifth Supplemental Route No. FAS 501

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programed	121	S-235 (3)	Salisbury to Mill Gulch	Survey-Plans					Gr., Dr., 2-lane Intermediate-type Surfacing
				Right-of-Way					
				Construction	200,000	120,000	80,000		
				Total	200,000	120,000	80,000	16.00	
Requested Revision	121	S-235 (3)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	257,553	120,000	137,553		
				Total	257,553	120,000	137,553	15.874	

Program Balance of changes is $ ________ funds subsequent to approval of this and previously recommended

Program Revision Request

Reason for change: Overrun in cost due principally to increase in thickness to rock base to provide a better and more adequate highway.

Date July 25, 1950

By R. H. Baldock
(State Highway Engineer)

Recommended for Approval: ________ (District Engineer) ________ (Date)

Recommended: ________ (Division Engineer) ________ (Date)

Approved: ________ (Acting Commissioner) ________ (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61038-1

MILL GULCH-SALISBURY SECTION

PROJECT NO. S-235 (3)

While negotiations for rights of way are in progress, three parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way or rights of entry can be made fully available within twenty-one days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

July 25, 1950

August 4, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project S-235(3) Mill Gulch-Salisbury Section of the Baker-Unity Highway have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending approval as to justification of essentiality in the changed international situation in conformance with the Commissioner's memorandum of July 28, 1950.

Concurrence in award will be also withheld pending receipt of advice that all rights of way or rights of entry have been obtained.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

August 11, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Re: Oregon Project No. S-235(3), Mill Gulch-Salisbury Section of Baker-Unity Highway

Reference is made to our letter to you of August 9, 1950, sending approved copies of the plans and proposal, including special provisions, for the above project.

It is now noted that the suffix of the project designation was in error as shown in that letter. Instead of "Oregon S-235(1)," appearing therein, "Oregon S-235(3)" was intended. Will you kindly correct the project designation in the communication accordingly.

Very truly yours,

W H Lynch

W. H. LYNCH
Division Engineer

RECEIVED
[illegible] 1950
FOR FILING

1-235(3)

3384

October 3, 1950

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3384 which was awarded to you on August 21, 1950 by the State Highway Commission, covering the Mill Gulch-Salisbury Section of the Baker-Unity Highway in Baker County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded [illegible]

RECEIVED
[illegible] 1950
FOR FILING

S-235 (3)

3384

September 18, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on September 14, 1950 on Contract No. 3384, Mill Gulch-Salisbury Section, in connection with Federal Aid Project No. S-235 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

DBP:md

RECEIVED
AUG 23 1950
FOR FILING

2-2-25(3)

[illegible]

August 23, 1950

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on August 21 awarded you Contract No. 3384 for grading, surfacing and oiling on the Mill Gulch-Salisbury Section of the Baker-Unity Highway in Baker County. This award was based on your low bid of $238,932.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - S. H. Probert

RECEIVED
[illegible] DISTRICT [illegible]
FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

August 21, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. S-235(3), Mill Gulch-Salisbury Section of the Baker-Unity Highway, about 10 miles south of Baker, to Rogers Construction Company, Portland, who submitted the low bid.

Very truly yours,

T. M. Davis

T. M. DAVIS
District Engineer

TMD:re

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

August 4, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project S-235(3) [illegible] [illegible]-Ich-Salisbury Section of the Baker-Unity Highway have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending approval as to justification of essentiality in the changed international situation in conformance with the Commissioner's memorandum of July 28, 1950.

Concurrence in award will be also withheld pending receipt of advice that all rights of way or rights of entry have been obtained.

Very truly yours,

T. [illegible] DAVIS
District Engineer

TD:re

RECEIVED
AUG 7 1950
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

S-235(3)
[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

July 18, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' July 14th letter requesting approval of an item involving truck haul method of measuring some 4,400 cubic yards of talus rock borrow to build up low spots in the existing roadbed on proposed project S-235(3), Hillrich-Salisbury Section.

In view of the reasons requiring this method of measurement and haul, we will recommend them for approval when the P.S.& E. papers are submitted.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

[illegible]
F. C. WILLIAMS

Copy to Probert.

TMD:re

RECEIVED
JUL 17 1950
FOR FILING

[illegible]
Fed. Aid
[illegible]

July 14, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

The improvement contemplated for the Mill Gulch-Salisbury Section, Project S-235 (3), consists of 1.96 miles of grading and 15.865 miles of surfacing and O-11 oiling. The 1.96 miles of grading is at the north end of the section where some revised location is involved.

On the portion of the project which is to be surfaced only, it will be necessary at a few places to build-up low spots in the existing roadbed and it is proposed to do this with material borrowed from talus rock deposits in the vicinity. The quantity involved is about 4,400 cubic yards and the average haul is about two miles.

As excavations in the talus deposits will not maintain their shapes in a manner which will permit accurate measurement, but will tend to refill as excavation progresses, determination of pay quantities by "in place" measurement appears to us to be impracticable and we think that it will be best to measure the materials in trucks. May we, therefore, have your approval of the "truck measure" method of measurement for the talus rock borrow referred to and for the truck haul involved in its delivery?

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

FGI-321(2) North Powder River Sec., 1950
Old Oregon Trail Hwy.
#3385

SUBJECT: Unsett[illegible] Bills - State of Oregon

FOR FILING

UNION PACIFIC RAILROAD COMPANY
ACCOUNTING DEPARTMENT

FORM 260
11 52 30M

R. M. SUTTON, GENERAL AUDITOR
E. M. KERRIGAN, SENIOR ASSISTANT GENERAL AUDITOR
H. J. BEARSS, ASSISTANT GENERAL AUDITOR

E. R. MILLER, AUDITOR OF DISBURSEMENTS
L. V. PEART, AUDITOR OF GENERAL AND STATION ACCOUNTS
G. A. O'KEEFE, AUDITOR OF MISCELLANEOUS ACCOUNTS

T. J. CUMMINS, AUDITOR OF FREIGHT ACCOUNTS
H. B. JACOBSEN, AUDITOR OF PASSENGER ACCOUNTS
L. R. HILKER, AUDITOR OF EQUIPMENT SERVICE ACCOUNTS

OMAHA 2, NEBRASKA,

M1 3-7(3)-71-321 (3)

3

December 29, 1952

G 13-0

[illegible] TO
W. C. WILLIAMS

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Department,
Salem, Oregon.

Dear Sir:

This refers to your letter of December 8, 1952, concerning various bills collectible rendered against the State of Oregon in connection with grade separation and railroad relocation project and with particular reference to bills collectible Nos. 545419 and 537488 in connection with North Powder overcrossing under agreement 73957, State Railroad Agreement 361.

Advice has been received from our Auditor of Disbursements office that final bills have not yet been made in connection with the above item.

Yours truly,

L. V. PEART

A GARDNER

NOTED
W. C. WILLIAMS

RECEIVED
JAN - 2 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

No. 3935
By

ASSIGNMENT

January 2, 1953

Description: **Letter of December 29, 1952 from Union Pacific RR Company in connection with RR Bills 545419 and 537488 in connection with North Powder overcrossing**

Acknowledged by _____ Referred to ___ **Gardner** ✓ ______

Investigate and report with recommendation
xx ~~Investigation,~~ such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed ________ Report received ________

Remarks: No action necessary. This is an answer to a memo [illegible] made [illegible] cag

RECEIVED
FOR FILING

ORDREGON STATE HIGHWAY DEPARTMENT

(date)

Dec. 2, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3385	17-final	M. L. & C. R. O'Neil & Geo. E. Berry

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21893	R-54472	$ 12,138.66	Nov. 28, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1951

Time Extensions: to Aug. 13, 1952 without penalty

Completion Date: Aug. 13, 1952

Date Accepted: Sep. 22, 1952

Penalties: None of record

Claims: None outstanding of record

Remarks:

Date: 12-2-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON C
12-2-52

Warrant Mailed:

RECEIVED
NOV 21 1952
FOR FILING

FGI-321([illegible])
FI-321([illegible])

November 20, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3385 for work performed on the North Powder River Section of the Old Oregon Trail in Union and Baker Counties was completed by the contractor, M.L. & C.R. O'Neil and George E. Berry, on August 13 and was formally accepted by the Highway Commission on September 22, 1952.

Revised final payment in the amount of $12,138.66 will be released to the contractor on or after December 1, 1952. The total contract amount is $144,294.37 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

[illegible] ON [illegible]

11-20-52, J

R. H. [illegible]

November 19, 1952

[illegible]
FI-321(1) FINAL COST ANALYSIS

Contract #3385
Prefix 31-1023, FGI-321(2), FI-321(3)

Old Oregon Trail Highway
Grading, Topping & Structures

North Powder River Section
Contractors-M. L. & C. R. O'Neil & Geo. Berry
Res. Bridge Engr.-O. R. Kennon
Resident Engr. -J. C. Hiatt

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Clearing & Grubbing			$	$	$ 696.30	$ 2,550.00
*Trench Excavation	371.41	Cu. Yd.	2.00	1.53	569.96	742.82
*Borrow Excavation	195,949.7	" "	.22	.238	46,586.28	43,108.93
*General "	5,556.9	" "	.20	.215	1,199.73	1,111.38
*Short Overhaul	2,626.6	Yd. Sta.	.01	.01	26.27	26.27
*Long "	6.4	C.Yd.Sta.	.35	.35	2.24	2.24
*Fin. R/B & Slopes	.897	Mile	400.00	363.93	326.45	358.80
*84" Corr. Metal Pipe Uncoated	74	Lin. Ft.	39.00	38.63	2,858.70	2,886.00
*18" Concrete Pipe	222	" "	3.00	2.52	558.71	666.00
*24" " "	126	" "	4.00	3.81	479.64	504.00
*Selected R/B Topping	6,080	Cu. Yds.	.45	.485	2,950.08	2,736.00
*Hauling " "	6,872	Yd. Mi.	.15	.15	1,036.43	1,030.80
*Sprinkling	825.2	M/Gal.	1.00	1.15	948.98	825.20
Box Culvert						
*Struct. Excavation	282.1	Cu. Yds.	3.00	2.86	806.81	846.30
**Class "A" Concrete	253.19	" "	48.00	46.14	11,682.19	12,153.12
**Metal Reinforcements	45,068	Lbs.	.09	.081	3,650.51	4,056.12
North Powder Overcrossing						
*Struct. Excavation	181.13	Cu. Yds.	5.00	2.86	518.03	905.65
**Class "A" Concrete	472.54	" "	55.00	46.14	21,744.81	25,989.70
**Metal Reinforcements	117,676	Lbs.	.09	.081	9,531.76	10,590.84
**Structural Steel	16,720	"	.20	.195	3,267.35	3,344.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**Misc. Metal	11,250	Lbs.	$ .40	$ .367	$ 4,134.55	$ 4,500.00
**6" Metal Drain P. Coated	124	Lin. Ft.	3.50	2.32	287.32	434.00
North Powder River Bridge						
**Shoring & Cribbing, etc.	All	All			1,466.75	2,000.00
*Structural Exc.	141	Cu. Yds.	5.00	2.86	403.26	705.00
**Class "A" Concrete	197.76	" "	52.00	46.14	9,124.65	10,283.52
**Metal Rein.	44,598	Lbs.	.09	.081	3,612.44	4,013.82
**P.A. #1, Cement Adj. Favor of State	1.75	Bbl.	4.70	4.70		- 8.23
***P.A. #2, Selected Cinder Topping	10,575	Cu. Yds.	.30	.212	2,241.91	3,172.50
***P.A. #2, Hauling Cinder Topping	79,710	Yd. Mile	.06	.063	5,048.89	4,782.60
P.A. #3, Pur. Excess 6" Metal Drain P.	36	Lin. Ft.	1.00			36.00
**Deduction for work performed by State Forces on N. Powder Overcrossing	All					- 59.01
					$135,761.50	$144,294.37

	Gross Rev.	Total Cost	Profit	Loss	Total Profit	% Loss	% Profit	Total % Profit on Job
*C. R. O'Neil	59,005.39	59,967.87		962.48		1.6%		
**George Berry	77,333.88	68,502.83	8,831.05				11.4	
***D. F. McKenzie	7,955.10	7,290.80	664.30				8.3	
	$144,294.37	$135,761.50	$9,495.35	962.48	8,532.87			5.9%

North Powder River Section
Contract #3385

Detail of Cost
[illegible] L. & C. R. O'Neil

Labor:			
Supervision		$ 4,000.00	
Labor		18,401.54	
Labor Insurance		1,680.11	
			24,081.65
Materials:			
18" Conc. Pipe	222' at $ 1.85	410.70	
24" " " & Bands	126' " 2.70	340.20	
84" Corr. Metal Pipe	74' " 32.54	2,407.60	
			3,158.50
Equipment Rentals & Misc. Supplies:			
Equipment Rental (Owned)		23,376.41	
Equipment Rental (Hired)		3,260.50	
Gas, Oil & Grease		4,511.20	
Bond		590.43	
P. U. C. Fees		117.07	
P.L. & P.D. Insurance		195.11	
Small Tools & Misc. Supplies		487.50	
Move In, Freight & Cartage		189.50	
			32,727.72
Total Cost			$59,967.87

North Powder River Section
Contract #3385

Detail of Cost
D. F. McKenzie

Labor:

Supervision	$ 385.43	
Labor	2,904.33	
Labor Insurance	200.55	
		3,490.31

Equipment Rentals & Misc. Supplies:

Equipment Rentals	2,176.64	
Gas, Oil & Grease	1,274.41	
Small Tools & Misc. Supplies	125.00	
P. U. C. Fees	27.50	
General Overhead	145.60	
Move In, Freight & Cartage	51.34	
		3,800.49
Total Cost		$7,290.80

North Powder River Section
Contract #3385

Detail of Cost
George Berry

Labor:

Supervision	$ 3,500.00	
Labor	24,530.11	
Labor Insurance	2,550.74	
		30,580.85

Materials:

Conc. Aggr.	1,055	C. Y.	at	2.96	3,124.00	
Cement	1,475	Bbls.	at	4.13	6,095.75	
Rein. Steel	207,342	Lbs.	"	0.675	13,995.59	
Misc. Metals	11,250	"	"	.243	2,730.80	
Structural Steel	16,720	"	"	.117	1,956.34	
6" Metal Drain Pipe	124	Ft.	"	1.42	176.00	
						28,078.48

Equipment Rentals & Misc. Supplies:

Equipment Rentals	3,540.00	
Gas, Oil & Grease	1,475.50	
Lumber	1,970.00	
Bond	580.24	
Railroad Insurance	1,057.76	
Small Tools & Misc. Supplies	1,220.00	
		9,843.50

Total Cost $68,502.83

North Powder River Section
Contract #3385

Remarks:

This was a Federal Aid Project for grading, topping, and structures of .90 miles of highway on the North Powder River Section of the relocated Old Oregon Trail Highway, in Baker and Union Counties.

This contract was bid and awarded August 21, 1950, work started August 29, 1950, and project completed October 7, 1952.

The contractor moved in a $\frac{1}{2}$ cubic yard shovel to excavate for the 6' x 4' reinforced box culvert at Station 1215, the 10' x 12' box culvert at Station 1225+50, the concrete viaduct, Station 1236 and the footings for the reinforced concrete overcrossing. George L. Berry built the overcrossing, viaduct and the box culverts; good progress was made on the items and a good profit was realized.

C. R. O'Neil, grading contractor, started excavating with two D8 cat and scraper between Stations 1238 and 1253, October 9, 1950, and worked two weeks on this section. After the overcrossing was completed the contractor moved in three D-W 10's and scrapers and started hauling the borrow material to the north end of the overcrossing and pushed into place with a D8 cat and dozer. After the material was built up to the approach of the overcrossing three 6-cubic yard trucks were used to haul the borrow excavation across the overcrossing and built up the approach on the south end to enable the D-W 10's with scrapers to proceed across the overcrossing with the borrow material for the south end of the project. Equipment used was three, D-W 10's, one D-8 cat used as push cat, one D-8 cat and dozer used on the fill and one cat #12 blade.

The contractor used the three D-W 10's for hauling the selected road-bed topping but only used 6,080 cubic yards of this material as it was to fine, then cinder topping was used and this material was loaded and hauled by D. F. McKenzie Construction Company as they were in the vicinity on another project.

Good equipment and supervision, but low bid prices on the grading resulted in a small loss but the concrete work and the cinder topping showed a fair profit.

E. H. Clymer
Chief Cost Analyst

By . . . George Kayser

RECEIVED
FOR FILING

October 24, 1952

Great American Indemnity Company
Wells-Reed Insurance, Agents
412 Failing Building
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3385 for work performed on the North Powder River Section of the Old Oregon Trail in Union and Baker counties was completed by the contractor, M. L. & C. R. O'Neil and George E. Berry, on August 13 and was formally accepted by the Highway Commission on September 22, 1952.

Final payment in the amount of $11,871.68 will be released to the contractor on or after November 3rd. The total contract amount is $144,027.39 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

RECEIVED
OCT 9 - 1952
FOR FILING

[illegible]
F1-2-11

October 8, 1952

M. L. & C. R. O'Neil and
George E. Berry
Box 346
North Powder, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 22, 1952, had under discussion your request for an extension of time of 277 days, from November 15, 1951 to August 13, 1952, within which to complete your contract No. 3385 for grading, topping and structures on the North Powder River Section of the Old Oregon Trail in Union and Baker Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

John C. Hiatt,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
1952
FOR FILING

September 17, 1952

Request for extension of time
No. 25 last request for
September 22 and 23 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from M. L. and G. R. O'Neill and George W. Berry for an extension of time on Contract No. 3385, North Powder River Section of the Old Oregon Trail Highway, from November 15, 1951 to August 13, 1952.

The contractor was held up ninety days because of failure to reach an agreement with the railroad company. This forced his operations into adverse winter conditions in the fall and winter of 1950. All grading, topping and structures were completed by December 22, 1951, and there remained only the removal of some oversized material and a small amount of refinishing on the handrails of the North Powder overcrossing structure to complete the project.

No additional expense was incurred by the department because of the overrun in time, nor was there any inconvenience to the paving contractor on this section. I therefore recommend that the extension be granted without penalty, and Mr. C. C. Fels of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS · lg

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[illegible]
[illegible]
[illegible]

September 12, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3385, North Powder River Section of the Old Oregon Trail Highway, Ore. FGI-321 (2) and FI 321 (3), from November 15th, 1951 to August 13th, 1952, to M. L. & C. R. O'Neil and George E. Berry, contractor.

The contractor was held up ninety days because of failure to reach an agreement with the Railroad Company. This hold-up forced his operations into adverse winter conditions in the fall and winter of 1950. All grading, topping and structures were completed by December 22nd, 1951, and there remained to satisfactorily complete the project the removal of some oversized material which had been placed on the shoulders, and the refinishing of portions of the handrails on the North Powder overcrossing structure.

No additional expense was incurred by the Department because of the overrun in time, nor was there any inconvenience to the paving contractor on this section. I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED
SEP 8 1952
FOR FILING

September 5, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 30, 1952 on Contract No. 3385, North Powder River Section, in connection with Federal Aid Project No. FGI-321 (2), FI-321 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:mlr

cc: John Cattrall

Form E-1—10M—4-51

FGI-321(2)
FI-321(

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Deferred report
No. 36
Dec. 29 51

For Week Ending ...., 19....

Section North Powder River	Kind of work Grading, Topping & Structures
Highway Old Oregon Trail	Section prefix 51-1023 FGI-321(2), FI-321(3)
Contractor M. L. & C. R. O'Neil & Geo. Berry	Contract number 3385
Date of contract Aug. 21, 1950	Date of completion Sept. 30, 1951
Date work started Aug. 29, 1950	Estimated date of completion Jan. 31, 1952
Amount of contract $156,089.50	Per cent of time elapsed 123 %

Estimated cost of completed project, exclusive of engineering $171,800.00

Per cent of contract completed, based on total contract price 99 %

Engineering cost to date $13,700.00, ...%

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No activity on this job during the week.

Clean-up work and dressing of cinder shoulders will be delayed until break in weather permits resumption of blade work.

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

RECEIVED
JAN 2 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed J. C. Hutt

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
K. D. LYTLE

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.90	0.90			
Miles partially completed		0.90			
Miles completed	0.90				
Total estimated quantities	197,000	16,500			
Estimated quantities moved or placed to date	197,000	16,500			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Part cloudy-cold		
Monday	Clear-cold		
Tuesday	Fair-calm-cold		
Wednesday	Snow-high southwind +28°		
Thursday	Overcast-rain-snow above 3500'		
Friday	Snow flurries		
Saturday	Heavy snow flurries		

RECEIVED
FOR FILING

December 6, 1951

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a letter dated December 4 from Plywood Cash and Carry in which they write as follows:

"We are in receipt of check in this morning's mail from George E. Berry, and we wish to release our claim against his final estimate on State Highway Contract # 3385. . . . "

On June 28 we notified your Company concerning receipt of this claim which was filed in the amount of $584.14.

This information is provided inasmuch as your Company appears as surety on the performance bond furnished with Contract No. 3385.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - M. L. & C. R. O'Neil and
George E. Berry
Box 346
North Powder, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

Mrs Lewis

December 6, 1951

Plywood Cash & Carry
1944 North Lombard Street
Portland 17, Oregon

Attention: Mr. D. W. Bayless

Gentlemen:

We wish to thank you for your letter of December 4 advising that you have received a check from George E. Berry and wish to release your claim on State Highway Contract 3385.

We will advise the surety and the contractor that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

Plywood Cash & Carry

Paul Trojel

1944 N. LOMBARD STREET (CORNER OF DENVER)
PORTLAND 17, OREGON
BUS. TW XXXX - RES. UN 3139
1169

December 4, 1951

H. B. Glaisyer, Secretary,

Oregon State Highway Commission,

Salem, Oregon

Dear Sir:

We are in receipt of check in this morning's mail from George E. Berry , and we wish to release our claim against his final estimate on State Highway Contract #3385.

Thanking you for your courtesy in advising us in our rights in regard to filing the claim.

Very truly yours,

Plywood Cash & Carry

D W Bayless
D. W. Bayless

[illegible]

RECEIVED
DEC 5 1951
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
FOR FILING

7[illegible]
7[illegible]
[illegible]

November 27, 1951

[illegible], & C.R. O'Neil and
George E. Berry
Box 346
North Powder, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on November 8, 1951, had under discussion your request for an extension of time of 45 days, from September 30 to November 15, 1951, within which to complete your contract No. [illegible] for grading, topping and structures on the North Powder River Section of the Old Oregon Trail in Union and Baker Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

J. C. Hiatt,
Resident Engineer

R. G. Smith,
Construction Engineer

MAILED
11-27-51

RECEIVED
DEC 11 1951
FOR FILING

901 - 321(2)-21 - 321(3)

STANDARD OIL COMPANY OF CALIFORNIA

MARKETING DEPARTMENT
E. W. HOLSTAD
DISTRICT MANAGER
A. E. STEVENS
ASSISTANT DISTRICT MANAGER
T. C. HEFNER
ASSISTANT DISTRICT MANAGER
S. A. GRONSDAHL
ASSISTANT TO THE DISTRICT MANAGER

SPOKANE 10, WASHINGTON

OFFICE
OLD NATIONAL BANK BLDG.
P. O. BOX 1498
TEL. MA 1191

3385

November 26, 1951

M. L. & C. R. O'NEIL

Oregon State Department of Highways
Salem
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Thank you for your letter of November 21, 1951.

We should have inquired on Job Number 3295, instead of Number 3285. The O'Neil's owe us approximately $1,100 on this Job, which we understand is now nearing completion. In addition, they also owe us rather current balances on Job Number 3385.

We do not intend to file a claim at the present time; however, we may do so in the future.

Sincerely yours

J R Harty

District Credit Manager

TCK:mhs

Noted JR

RECEIVED
NOV 27 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 2 1951
FOR FILING

71-321(2)
71-321(3)
3385

October 31, 1951

Request for extension of time
No. 12
November 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from M. L. and C. R. O'Neil and George Berry for an extension of time on contract No. 3385, North Powder River Section of the Old Oregon Trail Highway, from September 30, 1951 to November 15, 1951.

The contractor was delayed approximately 90 days because of inability to secure permission from the Union Pacific Railroad to proceed with the overcrossing structure on this project. The delay was no fault of the contractor, and I would therefore recommend that the extension be granted without penalty. Mr. C. G. Polk, of the Bureau of Public Roads, concurs in this recommendation.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

EAP:sh lg

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
OCT 2[illegible] 1951
FOR FILING

71-321 (3)

3385

October 24, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3385, North Powder River Section of the Old Oregon Trail Highway, Ore. FI-321 (3), from September 30th, 1951, to November 15th, 1951, to M. L. and C. R. O'Neil, and George Berry, Contractors.

The contractor was delayed approximately 90 days because of inability to secure permission from the Union Pacific Railroad to proceed with the overcrossing structure on this project.

The delay was no fault of the contractor, and I would therefore recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc H. G. Smith

EAP:sh

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract # 3339 Ends with: Contract # 3385 Continued on Reel #56

FLASH CARDS: Begins every Contract

Remarks:

Reel No. ________ Reduction Ratio 21:1 Project No. ________

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 1st day of August, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Randa R Lewis